



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
 Tel (562) 908-8400 • Fax (562) 908-0459



PHILIP L. BROWNING
 Director

SHERYL L. SPILLER
 Chief Deputy

August 16, 2011

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

#18 AUGUST 16, 2011

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

Board of Supervisors

GLORIA MOLINA
 First District

MARK RIDLEY-THOMAS
 Second District

ZEV YAROSLAVSKY
 Third District

DON KNABE
 Fourth District

MICHAEL D. ANTONOVICH
 Fifth District

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACTS TO PROVIDE EMERGENCY SHELTER
 SERVICES FOR HOMELESS GENERAL RELIEF APPLICANTS/PARTICIPANTS WITH THE LOS
 ANGELES FAMILY HOUSING CORPORATION, SINGLE ROOM OCCUPANCY HOUSING
 CORPORATION, WEINGART CENTER ASSOCIATION AND HUMAN POTENTIAL
 CONSULTANTS
 (ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks to execute four contracts with three current contractors and one new contractor for the provision of emergency Shelter Services for Homeless General Relief applicants/participants. The three current contractors are the Los Angeles Family Housing Corporation (LAFHC), Single Room Occupancy (SRO) Housing Corporation, Weingart Center Association (WCA) and the new contractor is Human Potential Consultants (HPC). The contracts with the three current contractors will expire on August 31, 2011.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of DPSS or his designee to prepare and execute a contract (substantially similar to the contract in Attachment B) with LAFHC, SRO, WCA and HPC for the provision of emergency Shelter Services for Homeless General Relief (SSHGR) applicants/participants., effective September 1, 2011 through August 31, 2014 with the County option to extend for two additional one-year periods. The aggregate three-year Maximum Contract Amount, fully funded by net County cost (NCC), is \$4,204,800 of which the contract with LAFHC is \$525,600, SRO is \$1,314,000, WCA is \$1,314,000 and HPC is \$1,051,200. The aggregate annual Maximum Contract Amount is \$1,401,600 of which the contract with LAFHC is \$175,200, SRO is \$438,000, WCA is \$438,000 and HPC is \$350,400. Funding is included in the Department's Fiscal Year 2011-12 Adopted Budget and will be included for subsequent fiscal years in the Department's budget

requests. The Director will notify the Board and the Chief Executive Office (CEO) in writing within ten business days after execution.

2. Delegate authority to the Director of DPSS or his designee to negotiate and execute amendments to the contracts for any required term extensions, to reallocate funding among the contracts to meet unanticipated demands, or to increase or decrease the Maximum Contract Amounts not to exceed 10 percent when such a change is necessitated by additional and necessary services provided that there is sufficient funding available. The approval of the CEO and County Counsel will be obtained prior to executing such amendments, and the Director will notify the Board and the CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The three current contracts will expire on August 31, 2011. The recommended action to contract with LAFHC, SRO, WCA and HPC will allow DPSS to continue to provide temporary emergency shelter services exclusively for homeless GR applicants and some approved GR participants under special circumstances. LAFHC will reserve 20 shelter beds, SRO will reserve 50 shelter beds, WCA will reserve 50 shelter beds and HPC will reserve 40 shelter beds for exclusive use by DPSS each day until 6:00 p.m.

Pursuant to the provisions of Section 17000 of the California Welfare and Institutions Code, DPSS provides cash aid and material support to indigents under the County's GR Program. DPSS has contracted for emergency shelter services with LAFHC since December 1986, and SRO and WCA since August 1987. For the next contract period, SRO requested to decrease their reserved shelter beds from 90 to 50. To replace the 40 beds, DPSS will contract with HPC to provide shelter services to GR applicants/participants.

HPC, a for-profit firm was established in 1997 and has delivered a wide range of contracted residential housing and supportive services, such as individual/group counseling and employment readiness workshops, to local, State, and federal governmental agencies for over 12 years. HPC has the facilities to accommodate up to a total of 170 GR applicants/participants in the cities of Lynwood and Compton.

Implementation of Strategic Plan Goals

The contract is consistent with the principles of the Countywide Strategic Plan's Goal #1, Operational Effectiveness: Strategy 2 – Service Excellence and Organizational Effectiveness; Goal #2, Children, Family, and Adult Well-Being: Strategy 5 - Maximize Resources; and Goal #3, Community and Municipal Services: Strategy 4 – Housing Opportunities.

FISCAL IMPACT/FINANCING

The estimated aggregate Maximum Contract Amount for these contracts is \$4,204,800, of which the contract with LAFHC is \$525,600, SRO is \$1,314,000, WCA is \$1,314,000, and HPC is \$1,051,200. The aggregate annual Maximum Contract Amount is \$1,401,600 of which the contract with LAFHC is \$175,200, SRO is \$438,000, WCA is \$438,000 and HPC is \$350,400. The contract costs will be fully funded by NCC. Funding is included in the Department's Fiscal Year 2011-12 Adopted Budget and will be included for subsequent fiscal years in the Department's budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract is authorized under California Government Code Section 26227. The 1988 Ross and Tan v. Board of Supervisors and Tanaka lawsuit requires DPSS to ensure all homeless GR applicants are provided shelter. The lawsuit also requires that emergency shelter services are provided to GR participants who experience a catastrophe, which is limited to fire, flood, storm, earthquake, and eviction by a public authority on the grounds of substandard housing.

For the period of September 1, 2009 through August 31, 2010, 209 GR applicants/participants received emergency shelter from LAFHC, 135 received emergency shelter from SRO, and 936 received emergency shelter from WCA. For the period of July 1, 2009 through June 30, 2010, HPC reported that they provided emergency shelter services to 1,332 homeless individuals in the Southern Los Angeles County area.

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the contracts were not awarded under the provisions of Chapter 2.121. These services cannot be effectively performed by County employees because they require the development and utilization of resources that are not available in the County system.

The facilities for all four agencies are licensed and have passed inspection by the Department of Public Health (DPH). DPH will continue to conduct monthly inspections at each facility to ensure compliance with all health and safety conditions and building code requirements.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The CEO and County Counsel have reviewed the contract and Board letter. The attached contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

The current contracts with LAFHC, SRO and WCA were negotiated as sole source contracts (Sole Source Checklist - Attachment A) and will expire on August 31, 2011. On March 30, 2011, a Request for Information (RFI) was released to survey the Los Angeles County community to determine if there were additional vendors qualified to provide emergency shelter services for homeless GR applicants/participants. Three agencies submitted Statements of Interest in response to the RFI. Of the three responses, one agency reported that they do not meet the minimum requirements, and a second agency disbanded their operation due to funding issues shortly after the release of the RFI. The third agency, HPC is a viable vendor to provide emergency shelter services.

CONTRACTOR PERFORMANCE

The contractors have continually met all performance standards including providing services in a safe and clean environment as outlined in the current contract. Contractors are extremely responsive to requests for emergency shelter services made by the Department.

The monitoring of the SSHGR Applicants and Participants contract is performed on an annual basis which includes an evaluation of monthly invoices and onsite monitoring for fiscal, administrative and service delivery compliance. The most recent monitoring results for LAFHC during the period of April 1, 2010 through March 31, 2011, and for SRO and WCA during the period of September 1, 2010

through August 31, 2011 indicated the contractors were in compliance with the contract requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

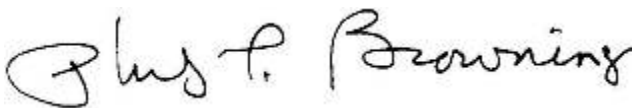
Approval of the contracts will allow the Department to continue to provide emergency shelter services to homeless GR applicants and participants. The service levels required under the recommended contracts are the same as those in the current contracts.

The contracts will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Public Social Services.

Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

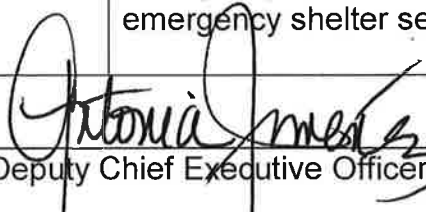
Director

PLB:srg

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer

SOLE SOURCE CHECKLIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	▶ Only one bona fide source for the service exists; performance and price competition are not available.
	▶ Quick action is required (emergency situation).
	▶ Proposals have been solicited but no satisfactory proposals were received.
	▶ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	▶ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	▶ It is most cost-effective to obtain services by exercising an Option under an existing contract.
	▶ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
X	▶ Other reason. Please explain: Contracts are needed to provide emergency shelter services. There are four bona fide agencies to provide emergency shelter services. See Sole Source Justification attached.
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  Deputy Chief Executive Officer/CEO </div> <div style="width: 45%; text-align: right;"> <div style="display: flex; align-items: center;"> <div style="font-size: 2em; margin-right: 5px;">8/2/11</div> <div style="border-bottom: 1px solid black; width: 100px;"></div> </div> Date </div> </div>	

Each County department head is also required to report to the Chief Executive Officer by June 30 of each year those sole source contracts under \$250,000 executed by/for their department for the fiscal year ending on June 30. The Chief Executive Officer will compile the list and submit it to the Board of Supervisors.

RESPONSIBLE DEPARTMENT

Chief Executive Office

Internal Services Department

**DEPARTMENT OF
PUBLIC SOCIAL SERVICES**



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HUMAN POTENTIAL CONSULTANTS, LLC
FOR
SHELTER SERVICES FOR HOMELESS GENERAL RELIEF
APPLICANTS/PARTICIPANTS**

**Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411**

September 2011

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
	RECITALS	6
1.	APPLICABLE DOCUMENTS	6
2.	DEFINITIONS	7
3.	WORK.....	9
4.	TERM OF CONTRACT	9
5.	CONTRACT SUM	10
6.	ADMINISTRATION OF CONTRACT-COUNTY	18
6.1	County Project Director	18
6.2	County Project Manager	18
6.3	County Contract Administrator	19
6.4	Contract Program Monitor	19
7.	ADMINISTRATION OF CONTRACT-CONTRACTOR	19
7.1	Contractor's Project Director	19
7.2	Approval of Contractor's Staff	20
7.3	Contractor's Staff Identification.....	20
7.4	Background & Security Investigations	20
7.5	Confidentiality	21
8.	STANDARD TERMS AND CONDITIONS	22
8.1	Amendments/Change Notices	22
8.2	Assignment and Delegation.....	24
8.3	Audit Settlement	24
8.4	Authorization Warranty	25
8.5	Budget Reductions	25
8.6	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. part 76).....	25
8.7	Changes of Address	26
8.8	Child/Elder Abuse/Fraud Reporting	26
8.9	Collective Bargaining Agreement	26
8.10	Complaints	26
8.11	Compliance with Applicable Law	27
8.12	Compliance with Auditor-Controller Contract Accounting and Administrative Handbook.....	28
8.13	Compliance with Civil Rights Law.....	28

8.14	Compliance with the County's Jury Service Program	29
8.15	Conflict of Interest.....	31
8.16	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	32
8.17	Consideration of Hiring GAIN/GROW Program Participants	32
8.18	Contractor's Responsibility and Debarment	32
8.19	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law	35
8.20	Contractor's Warranty of Adherence to County's Child Support Compliance Program	35
8.21	County Quality Assurance Plan	35
8.22	Contractor's Certification of Bilingual Staff	36
8.23	County Auditing of Contractor Records	36
8.24	Covenants Against Fees	36
8.25	Criminal Clearances	36
8.26	Damage to County Facilities, Buildings or Grounds	37
8.27	Disputes	37
8.28	Disclosure of Information	37
8.29	Employee Safety	38
8.30	Employment Eligibility Verification	38
8.31	Facsimile Representation	39
8.32	Fair Labor Standards	39
8.33	Fiscal Accountability	39
8.34	Force Majeure	40
8.35	Government Observations.....	40
8.36	Governing Law, Jurisdiction, and Venue	40
8.37	Indemnification	41
8.38	Independent Contractor Status.....	41
8.39	General Provisions for all Insurance Coverage	41
8.40	Insurance Coverage	46
8.41	Liquidated Damages.....	47
8.42	Limitation of County's Obligation Due to Non-Appropriation of Funds	48
8.43	Most Favored Public Entity	48
8.44	Non-Discrimination and Affirmation Action	48
8.45	Non Exclusivity	50
8.46	Notice of Delays	50

8.47	Notice of Disputes	50
8.48	Notices to Employees Regarding the Federal Earned Income Credit	50
8.49	Notices to Employees Regarding the Safely Surrendered Baby Law	50
8.50	Notices	51
8.51	Performance Requirements.....	52
8.52	Prohibition Against Inducement or Persuasion	52
8.53	Proprietary Rights.....	53
8.54	Provider Compliance	53
8.55	Public Records Act	54
8.56	Publicity	54
8.57	Record Retention and Inspection/Audit Settlement	55
8.58	Recycled Bond Paper	57
8.59	Removal of Unsatisfactory Personnel.....	57
8.60	Rules and Regulations	57
8.61	Shred Documents.....	57
8.62	Subcontracting	58
8.63	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	59
8.64	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	59
8.65	Termination for Convenience	60
8.66	Termination for Default	60
8.67	Termination for Improper Consideration	62
8.68	Termination for Insolvency	62
8.69	Termination for Non-Adherence of County Lobbyist Ordinance	63
8.70	Termination for Non-Appropriation of Funds	63
8.71	Validity.....	63
8.72	Waiver	63
8.73	Warranty Against Contingent Fees.....	63
8.74	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	64
9.	UNIQUE TERMS AND CONDITIONS	64
9.1	Contractor’s Charitable Activities Compliance	64
9.2	Contractor’s Obligations as a “Business Associate” under the Health Insurance Portability and Accountability Act of 1996	

	(HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH).....	64
9.3	Local Small Business Enterprise (SBE) Program	65
9.4	Ownership of Material Software and Copyright	66
9.5	Transitional Job Opportunities Preference Program.....	67
SIGNATURES.....		69

Exhibits

A	Statement of Work and SOW Exhibits	70
B	Contractor's Budget	116
C	Bidders/Offeror's Non-Discrimination in Services Certification	120
D	Certification of Compliance with the County's Defaulted Property Property Tax Reduction Program	122
E	Certification of No Conflict of Interest	127
F	Charitable Contributions Certification	129
G	Contractor Employee Acknowledge and Confidentiality Agreement.....	131
H	Contractor Employee Jury Service Program Certification Form and Application for Exception and Contractor Employee Jury Service Ordinance	134
I	Contractor's EEO Certification	139
J	Contractor Process Civil Rights Complaints Flow Chart.....	141
K	Civil Rights Resolution Agreement Requirements	143
L	Civil Rights Training Report	145
M	Complaint of Discriminatory Treatment Form	147
N	Contractor's Administration	149
O	County's Administration	151
P	Grounds for Rejection.....	153
Q	Internal Revenue Notice 1015	155
R	Safely Surrendered Baby Law	157
S	Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).....	162

**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HUMAN POTENTIAL CONSULTANTS, LLC
FOR
SHELTER SERVICES FOR HOMELESS GENERAL RELIEF
APPLICIPANTS/PARTICIPANTS**

This Contract and Exhibits are made and entered into this ____ day of _____, 2011 by and between the County of Los Angeles hereinafter referred to as County and the Human Potential Consultants, LLC, hereinafter referred to as "Contractor". Human Potential Consultants, LLC is located at 500 E. Carson Plaza Drive, Suite 127 Carson, California 90746.

RECITALS

WHEREAS, pursuant to the provisions of Section 17000 et seq. of the California Welfare and Institutions Code, hereafter W&IC, the County of Los Angeles, Department of Public Social Services, hereafter, DPSS, provides cash aid and material support to indigents under County's General Relief (GR) Program, hereafter, GR Program; and

WHEREAS, the Contractor is a non-profit agency and provides emergency housing for homeless GR single men and women applicants and participants, hereafter referred to as homeless GR participants, as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, the County is authorized to enter into this Contract under California Government Code Section 26227; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S as set forth below, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the content or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and Exhibits, or between Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Contract and then to the Exhibits according to the following priority:

- Exhibit A Statement of Work and SOW Exhibits
- Exhibit B Contractor's Budget
- Exhibit C Bidders/Offeror's Non-Discrimination in Services Certification
- Exhibit D Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit E	Certificate of No Conflict of Interest
Exhibit F	Charitable Contributions Certification
Exhibit G	Contractor Employee Acknowledge and Confidentiality Agreement
Exhibit H	Contractor Employee Jury Service Program Certification Form and Application for Exception and Contractor Employee Jury Service Ordinance
Exhibit I	Contractor's EEO Certification
Exhibit J	Contractor Process Civil Rights Complaints Flow Chart
Exhibit K	Civil Rights Resolution Agreement Requirements
Exhibit L	Civil Rights Training Report
Exhibit M	Complaint of Discriminatory Treatment Form
Exhibit N	Contractor's Administration
Exhibit O	County's Administration
Exhibit P	Grounds for Rejection
Exhibit Q	Internal Revenue Notice 1015
Exhibit R	Safely Surrendered Baby Law
Exhibit S	Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement)

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.0 – Standard Terms and Conditions, subsection 8.1 – Amendments/Change Notices, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

Board of Supervisors: The Board of Supervisors is the governing body of the County of Los Angeles.

Budget: The document that details the Contractor's costs for providing services and is included in the Contract.

Contract: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

Contractor: The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work, Exhibit A.

Contractor Project Director: The individual designated by the Contractor to administer the Contract operations after the Contract award.

County Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager.

County Project Manager: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator.

County Contract Administrator (CCA): Person with responsibility to oversee the day-to-day activities of contracting monitoring staff of this Contract. Also, liaison between the Department and Contractor on all Contract matters.

Contract Program Monitor (CPM): Person with responsibility for monitoring Contractor's performance for compliance and prepares monitoring reports for the Contract. The CPM reports to the CCA.

Day(s): Calendar day(s) unless otherwise specified.

Department of Public Social Services (DPSS): A County Department that serves an ethnically and culturally diverse community of low-income residents of Los Angeles, which provides the following benefits and services: temporary financial assistance and employment services for families and individuals; free and low-cost health care insurance for families with children, pregnant women and aged/blind/disabled adults; food benefits for families and individuals; In Home Supportive Services for elderly and disabled individuals; financial assistance for disabled individuals, and advocacy for Federal disability benefits for those disabled individuals.

Director: The Director of the DPSS, or his/her authorized representative.

Fiscal Year (FY): The twelve (12) month period beginning July 1st and ending the following June 30th.

General Relief (GR) Program: The County operated public assistance program for County indigents, who are not in receipt of State or Federal assistance programs.

Statement of Work (SOW): The portion of this Contract which describes the specific requirements for services and deliverables associated with these services and the relationship that will exist between Contractor and County.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3** Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. At a minimum, Contractor shall adhere to the standards set forth in the AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK, which is incorporated herein by reference and is available at www.ladpss.org/dpss/contracts.
- 3.4** Contractor shall make available at least 20 shelter beds each day for the exclusive use of homeless GR participants in a safe and clean emergency shelter.
- 3.5** Contractor shall, in a manner satisfactory to County, perform the services described herein above and as set forth in Exhibit A – Statement of Work (SOW) and SOW Exhibits.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be for three (3) years commencing on September 1, 2011 through August 31, 2014 upon approval by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County shall have the sole option to extend this Contract term for up to two additional one-year periods, and month-to-month extensions for up to six (6) months, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension, shall be exercised by written notice, prior to the expiration date, after Chief Executive Office approval, at the sole discretion of the DPSS Director, or his/her designee, as authorized by the Board of Supervisors, subject to available funding.
- 4.3** Contract is subject to the County's right to terminate earlier for convenience, which includes changes in the GR program that eliminates or substantially reduces the County's legal requirement for GR assistance, non-appropriation of funds or default of Contractor.
- 4.4** Subject to the provisions of Section 8.0 – Standard Terms and Conditions, sub-section 8.65 – Termination for Convenience, in the event of termination of this Contract, Contractor shall upon receipt of notice of termination:

- 4.4.1** Immediately eliminate all new costs and expenses under this Contract. In addition, Contractor shall immediately minimize all other costs and expenses under this Contract. Contractor shall be reimbursed only for reasonable and necessary costs and expenses incurred after receipt of notice of termination.
 - 4.4.2** Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
 - 4.5** The Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit O – County’s Administration.

5.0 CONTRACT SUM

- 5.1** The Maximum Contract Amount of the Contract for the Shelter Services for Homeless General Relief (SSHGR) Applicants/ Participants is \$1,051,200.
- 5.2** The Annual Maximum Contract Amount of this Contract is \$350,400 for each fiscal year. The Contract shall not exceed \$350,400 annually, hereinafter referred to as Annual Maximum Contract Amount in Exhibit B – Contractor’s Budget.
- 5.3** Contractor shall maintain an accounting system that segregates all funding received by funding source. DPSS funds received and disbursed for the SSHGR program shall be coded with a designation specific to the SSGHR program. Contractor shall provide cash balance reports for DPSS-SSHGR funding upon request, which can be reconciled against Contractor’s monthly bank statements.
- 5.4** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.
- 5.5** Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit O – County’s Administration.

5.6 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.7 Regular Compensation

5.7.1 The shelter services to be provided to homeless GR participants shall be single occupancy rooms which adhere to each and all of the minimum emergency housing standards set forth in Exhibit A – SOW. County shall not pay for any room or rooms that do not meet the minimum standards.

5.8 County Payment Rate

5.8.1 Effective September 1, 2011, the County will pay the Contractor one month in arrears at the rate of \$24 per bed for each shelter bed provided to homeless GR applicant/participant the previous month.

5.8.2 Contractor shall furnish shelter beds for all homeless GR participants who have bed reservations and valid vouchers (ABP 295s) and who meet the house rules set forth in Exhibit A – SOW and SOW Exhibits.

5.9 Invoices and Payments

5.9.1 From September 1, 2011 through August 31, 2014, or the current fiscal year, Contractor shall invoice County for services rendered pursuant to Exhibit A – SOW. County shall pay Contractor for the services pursuant to Section 5.0, sub-sections 5.1 through 5.9.20.

5.9.2 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – SOW and elsewhere hereunder. The Contractor shall prepare invoices as provided in Exhibit B – Contractor's Budget. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

- 5.9.3** The Contractor's invoices shall be priced in accordance with Exhibit B – Contractor's Budget.
- 5.9.4** The Contractor's invoices shall contain the information set forth in Exhibit A – SOW describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.9.5** Contractor shall prepare and submit monthly invoices in the format similar to SOW Exhibit 13.5 – Payment Request Form to the CCA within fifteen (15) calendar days following the end of the month which services were provided or payment may be delayed. Contractor shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA. The Contractor's invoices shall be priced in accordance with Exhibit B – Contractor's Budget. The Contractor shall submit an original and one copy of the invoice and back-up documents to:
- Department of Public Social Services
Attn: Noelle Willis, County Contract Administrator
Contract Management Division, Section IV
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA. 91746-3411
- 5.9.6** All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any issuance of payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. County shall make a reasonable effort to effect payment to Contractor within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content.
- 5.9.7** County will not refer homeless GR participants and will not pay for any beds should the Contractor fail to maintain the insurance as set forth in Section 8.0 – Standard Terms and Conditions, sub-paragraph 8.40 – Insurance Coverage.
- 5.9.8** Except as otherwise provided, County shall have no liability or responsibility for any taxes, including, but not limited to, bed, sales, income and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.
- 5.9.9** Contractor will be solely responsible for providing to its employees all legally required employee benefits and County shall not be called upon to assume responsibility for direct or indirect payment of any salaries, wages, or compensation to any personnel provided by the Contractor.

- 5.9.10** Once Contractor submits its final invoice, including any adjustments for prior months and if County determines that Contractor has been underpaid, County shall determine funds owed and shall pay Contractor's approved final invoice within 30 calendar days of receipt. If County determines that Contractor has been overpaid, Contractor shall pay County within 30 days of receipt of notice. If Contractor does not agree on the amount owed, County and Contractor shall meet within ten (10) calendar days to arrive at a resolution.
- 5.9.11** Contractor shall submit a partial month invoice for actual expenditures and services provided for the first 15 calendar days in June each fiscal year. Contractor shall provide the invoice no later than five calendar days after June 15.
- 5.9.12** The final invoice, for the remaining 15 calendar days in June, (June 16 through June 30), for the current fiscal year of the contract, should be submitted no later than July 15th.
- 5.9.12.1** DPSS shall process the final invoice within 30 days of receipt from Contractor.
- 5.9.13** The County shall have no requirement for payment other than as set forth in this Contract, Exhibit B – Contractor's Budget sheet.
- 5.9.14** Subject to the County's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, or breach of warranty to maintain compliance with the County's Child Support Compliance Program, the Contractor shall, upon receipt of notice of termination:
- 5.9.14.1** The Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
- 5.9.14.2** Promptly report to the County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 5.9.15** Subject to non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements

regarding Contracting for services, and changes that eliminate or substantially reduce the County's legal requirements for services, Contractor shall, upon receipt of notice of termination, comply with the terms stated in 5.9.14.1 and 5.9.14.2 above.

5.9.16 If this Contract is terminated for convenience of County, per Section 8.0, sub-paragraph 8.65 – Termination for Convenience, Contractor shall not perform work after termination date of Contract and County shall not be responsible for payment.

5.9.16.1 The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

5.9.16.2 Prior to receiving final payment under this Contract, Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations and claims arising out of or under this Contract.

5.9.17 Contractor may, with DPSS approval, reallocate funds among each of the budget categories as shown in Exhibit B – Contractor's Budget, to a maximum of 10% of each budget category not to exceed the total contract amount as stated in Section 5.1.

5.9.18 Contractor shall not exceed each fiscal year's Annual Maximum Contract Amount of \$350,400. Unspent money from the current fiscal year shall not be rolled over to the following fiscal year per the provisions of 5.16 – Unspent Funds.

5.9.19 This Contract is valid and enforceable only if sufficient funds are made available by the County Budget of the applicable fiscal year for the purposes of this Contract.

5.9.20 The County shall not be liable for billings submitted one (1) year after any services are rendered under this Contract.

5.10 Room Unavailability Reimbursement to County

If on any day, the Contractor does not make 40 shelter beds available to the County, the Contractor shall reimburse the County for each bed

unavailable at the current Contract payment rate of \$24 per bed. Any such reimbursement will be offset by a future payment.

5.11 Health Inspections/Best-Facility-First Policy

Los Angeles County, Department of Public Health (DPH) inspects all facilities used by DPSS to shelter homeless GR applicants/participants. Contractor shall maintain a DPH inspection rating for its facility which will place it in the upper two-thirds of the facilities rated. If the facility's rating falls to the bottom third, Contractor will be given 60 days in which to improve its rating to the upper two-thirds. If the facility fails to achieve a higher rating by the end of the 60 days, DPSS will immediately apply the best-facility-first policy to the Contractor's facility; i.e., the facility will receive referrals based on its DPH rating.

5.12 Prior Six-Month Expiration Notice

The Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for herein. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address to be provided by DPSS.

5.13 Payment Limitation

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, or for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.14 Contractor Payment

Payment to Contractor will be made in arrears on a monthly basis, at the rate specified in the Contract for services performed, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with supporting documentation attached.

5.14.1 The County shall pay the Contractor at the rate of \$24 per bed per night, for each shelter bed provided to homeless GR applicant/participant in the previous month.

5.14.2 The County shall assess monetary penalties based on the standards listed in the SOW Exhibit 13.2 - Performance Requirement Summary Chart.

- 5.14.3** The Contractor must comply and implement an invoicing process that is compatible with the County's invoicing system. A sample copy of an invoice that is compatible with the County's invoicing system is located in Exhibit A – SOW, Exhibit 13.5 – Payment Request Form.

5.15 Withholding of Payment

If Contractor fails to submit the complete Occupancy Referral Report, Shelter Occupancy Report and Payment Request Form accurately and timely, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

5.16 Unspent Funds

- 5.16.1** At the end of each Fiscal Year and at the end of the Contract term, any excess funds and interest the Contractor has accumulated for the provision of SSHGR Services are to be treated as Unspent Funds.

- 5.16.2** At County's sole discretion, these Unspent Funds may be retained by the Contractor to fund enhanced program related services, not the services already required to be provided by the Contract. The use of the Unspent Funds must be reasonable and allowable.

- 5.16.3** Contractor shall be responsible for tracking all Contract payments and expenditures for the program, including submission of the following:

- 5.16.3.1** An Expenditure Report on Contract revenues versus expenditures for each Fiscal Year must be submitted to DPSS Contract Management Division (CMD) on July 31st following the end of each fiscal year and no later than one month after the end of the Contract term. Any revisions to the Expenditure Report shall be submitted to CMD no later than ten (10) calendar days after submission of the original Report. The purpose of the Expenditure Report is to identify the amount of Unspent Funds and its earned interest. The Expenditure Report will be reviewed by the County.

- 5.16.3.2** The County reserves the right to change the Expenditure Report reporting periods.

- 5.16.4** A Disposition Plan on how the Unspent Funds and its earned interest will be reinvested must be submitted by Contractor to County with the Contractor's Expenditure Report.
- 5.16.4.1** Unspent Funds must be used to enhance the already approved program services and must be spent on items above and beyond those items identified in the Contract and the Contractor's Budget. The Disposition Plan must include a budget in accordance with the principles included in OMB Circular A-122 (<http://www.whitehouse.gov/omb/circulars/default>). The Disposition Plan will be reviewed by the County and is subject to approval at the County's sole discretion. Unspent Funds must be used within the Fiscal Year that the Disposition Plan is approved or within a time period determined by the County.
- 5.16.4.2** In addition, the Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan, all reporting and record keeping activities and a budget.
- 5.16.4.3** If the County does not approve the Contractor's Disposition Plan, the County will request the Unspent Funds and its earned interest be returned to the County within thirty (30) days after County's disapproval of the Disposition Plan. The Contractor must comply with the County's request.
- 5.16.4.4** The County has the right to evaluate the effectiveness of services provided under the Disposition Plan. If County finds the services are not effective, the services under the Disposition Plan may be terminated at County's sole discretion and Contractor must return the remaining Unspent Funds and its earned interest to the County.
- 5.16.4.5** The Contractor must submit a Final Disposition Report to the County within thirty (30) days after the scheduled completion date of an approved Disposition Plan. The Final Disposition Report shall reflect the final status on the completion of all tasks included in the Disposition Plan, as well as all of the final outcomes of said tasks and a final statement on expenditures. Any Unspent Funds remaining after the completion of the approved

Disposition Plan must be returned to the County with the Final Disposition Report.

5.16.5 All uses of funds paid to and expended by Contractor, including Unspent Funds, and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DPSS, County's Auditor-Controller or its designee.

5.16.6 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, Contractor and County agree that it is the intent of the parties that County shall have the right to audit any and all use of funds paid to and expended by Contractor, including Unspent Funds and its earned interest, in order to ensure that all funds are accounted for.

5.16.7 Contractor agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay to County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable provisions.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit O – County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director:

Responsibilities of the County Project Director include:

- designated person with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager.

6.2 County Project Manager:

Responsibilities of the County Project Manager include:

- designated person with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator.

6.3 County Contract Administrator

Responsibilities of the County Contract Administrator (CCA) include:

- ensuring that the objectives of this Contract are met;

- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- responsible for overseeing the day-to-day administration of this Contract.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract which affect the scope of work and is not authorized to further obligate County in any respect whatsoever.

6.4 Contract Program Monitor

Responsibilities of the County Program Monitor (CPM) include:

- monitoring, auditing, and evaluating agency's performance in providing the appropriate services as specified in the Contract; and
- responsible for monitoring the Contractor for contractual compliance and prepares monitoring reports for the Contract.

The CPM reports to the County's Contract Administrator.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Director

- 7.1.1** The Contractor's Project Director is designated in Exhibit N – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.
- 7.1.2** The Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's CCA and CPM on a regular basis.
- 7.1.3** The Contractor's Project Director must have a minimum three (3) years of case management experience, or experience substantially similar to these services. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

7.3 Contractor's Staff Identification

- 7.3.1** Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- 7.3.2** Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's specified photo identification badge at the time of removal from the County Contract.
- 7.3.3** If County requests the removal of Contractor's staff, Contractor is responsible for retrieving and immediately destroying the Contract employee's photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

- 7.4.1** Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of the Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County whose background or conduct is incompatible with County facility access.

- 7.4.4** Disqualification of any member of Contractor's staff pursuant to this sub-section 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this sub-section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-section 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3** Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4** Contractor shall sign and adhere to the provisions of Exhibit G – Contractor Acknowledgment and Confidentiality Agreement.

-AND-

- 7.5.5** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G-1 – Contractor Employee Acknowledgment and Confidentiality Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS/CHANGE NOTICES

- 8.1.1** For any change which materially affects the scope of work, standard term and conditions, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Director of DPSS and the Contractor.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.
- 8.1.3** The DPSS Director, or his/her designee, or the County's Board of Supervisors, may at their sole discretion, authorize an extension of time as defined in Section 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.
- 8.1.4** The County reserves the right to initiate Change Notices and Amendments that do not affect the Contract term, Contract sum, or payments, or other material term of the Contract. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and County Project Director.
- 8.1.5** The DPSS Director, or his/her designee, may prepare and sign Amendments to the Contract without further action by the County Board of Supervisors under the following conditions:
- 8.1.5.1** Amendments shall be in compliance with applicable County, State and Federal regulations.
- 8.1.5.2** DPSS Director, or his/her designee, may without further action by County's Board of Supervisors

prepare and sign Amendments to reallocate funding among the contracts to meet unanticipated demands or to increase or decrease payments to Contractor which commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:

1. County's total payments to Contractor shall not increase or decrease more than 10% per year; and
2. In the aggregate of 10% above the Maximum Contract Amount during the term of this Contract.

8.1.5.3 DPSS Director, or his/her designee, shall obtain the approval of County Counsel and CEO for an Amendment to this Contract.

8.1.5.4 DPSS Director, or his/her designee, will file a copy of all Amendments with the Executive Office of the County Board of Supervisors and CEO within fifteen (15) days after execution of each Amendment.

8.1.5.5 The County Board of Supervisors and the State of California have appropriated sufficient funds.

8.1.5.6 Any increase in any specific administrative fees established under Section 5.0 – Contract Sum, shall not exceed fifteen percent (15%) annually and must be fully financed by State and Federal funds. Any negotiated Contract augmentations shall be for additional units of services or for additional and necessary services that are required in order for Contractor to comply with changes in Federal, State or County requirements.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this

Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of County may conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against any future payments due by the County, to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.4 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual

authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.5 BUDGET REDUCTIONS

In the event that the County Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)

Contractor hereby acknowledges that the County is prohibited from Contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing Federally funded Contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing Federally funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing Federally funded Contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either are suspended, debarred, ineligible, or excluded from securing Federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

8.7 CHANGES OF ADDRESS

Either party can designate a new address by giving written notice to the other party.

8.8 CHILD/ELDER ABUSE/FRAUD REPORTING

Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

8.8.1 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

8.8.2 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

8.9 COLLECTIVE BARGAINING AGREEMENT

To comply with California Department of Social Services Regulations Section 23-610 (d) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

8.10 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints.

8.10.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.10.2 The CCA will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.10.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

- 8.10.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.10.5** The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.
- 8.10.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.10.7** Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

8.11 COMPLIANCE WITH APPLICABLE LAW

- 8.11.1** In the performance of the Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in the Contract are hereby incorporated herein by reference.
- 8.11.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subparagraph 8.11 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.12 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at www.ladpss.org/dpss/contracts. Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

8.13 COMPLIANCE WITH CIVIL RIGHTS LAW

The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The Contractor shall sign and adhere to Exhibit C – Bidder's/Offeror's Non-Discrimination in Services Certification and Exhibit I – Contractor's EEO Certification.

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Contract along with all other mandated Federal and State requirements that must be adhered to by DPSS, its Contractors and Subcontractors. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS Civil Rights Training provided in Exhibit L – Civil Rights Training Report;
- Effectively identifying the participant's designated/preferred language. This can be accomplished by using the DPSS *Language Designation* form (PA 481) or similar forms the Contractors already have in place. (Note: Similar forms that the Contractors use must be forwarded to DPSS for clearance);
- Ensuring that notices sent to participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;

- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA accommodations were provided;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

8.14 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.14.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.14.2 Written Employee Jury Service Policy

8.14.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

8.14.2.2 For purposes of this sub-paragraph 8.14.2, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California

resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if:

- 1) The lesser number is a recognized industry standard as determined by the County, or
- 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph 8.13.2 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

8.14.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.14.2.4 Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.15 CONFLICT OF INTEREST

8.15.1 No County employee whose position with the County enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.14.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.16 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.17 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.17.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.17.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.18 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.18.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.18.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.18.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.18.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect

for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.18.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.19 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Department of Public Social Services will supply the Contractor with the poster to be used. The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment R of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.20 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.20.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit

financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.20.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.21 COUNTY QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.22 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF

Contractor must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.

8.23 COUNTY AUDITING OF CONTRACTOR RECORDS

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the

expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.24 COVENANTS AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.25 CRIMINAL CLEARANCES

8.25.1 For the safety and welfare of the children to be served under this Contract, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

8.25.2 Contractor shall immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent Contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to Contractor.

8.25.3 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, moral, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 290, 314, 368 (b), 647(a) (b), 647.6, and 667.5 (c).

8.26 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.26.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or

grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.26.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.27 DISPUTES

Any disputes between the County and the Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the DPSS Director, or his/her designee, and the Contractor's Director, or his/her designee, decision shall be final.

8.28 DISCLOSURE OF INFORMATION

- 8.28.1** Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain it, County will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:

8.28.1.1 Contractor shall develop all publicity material in a professional manner. During the course of performance on this Contract, the Contractor, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of the Director. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS. Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this sub-section 8.28 shall apply.

8.28.1.2 The Contractor shall bring to the attention of the County Contract Administrator and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA or

County Project Director is not able to resolve the dispute, the DPSS Director, or his/her designee, shall resolve it.

8.29 EMPLOYEE SAFETY

The Contractor will assure that the Contractor's employees:

- 8.29.1** Are covered by an effective Injury and Illness Prevention Program.
- 8.29.2** Receive all required general and specific training on employee safety.

8.30 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.30.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of non-citizens and others, and that all its employees performing work under this Contract meet the citizenship or legal residency status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.30.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.31 FACSIMILE REPRESENTATION

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments/Change Notices prepared pursuant to sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.32 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, deductions, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.33 FISCAL ACCOUNTABILITY

Contractor shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-87, Cost Principles for States, Local, and Indian Tribal Governments; Circular A-122, Cost Principles for Non-Profit Organizations; and Circular A-133, Audits for States, Local Governments and Non-Profit Organizations.

8.34 FORCE MAJEURE

8.34.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.34.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

8.34.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the

damages and reduce the delay caused by such force majeure event.

8.35 GOVERNMENT OBSERVATIONS

Federal, State, County and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.36 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.37 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.38 INDEPENDENT CONTRACTOR STATUS

8.38.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.38.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.38.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of

Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.38.4 The Contractor shall adhere to the provisions stated in sub-section 7.5 – Confidentiality.

8.39 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of County and in the performance of this Contract, and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain, at its own expense insurance coverage satisfying the requirements specified in sub-sections 8.39 and 8.40 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.39.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars

(\$50,000.00), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services
Attn: Noelle Willis, County Contract Administrator
Contract Management Division, Section IV
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.39.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.39.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.39.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.39.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.39.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.39.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require

its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.39.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insured under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insured on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.39.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.39.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.39.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.39.12 Separation of Insured

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services

Office, Inc.) separation of insured provision with no insured versus insured exclusions or limitations.

8.39.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.39.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.40 INSURANCE COVERAGE

8.40.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.40.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.40.3 Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not

less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.40.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.41 LIQUIDATED DAMAGES

8.41.1 If, in the judgment of the DPSS Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the DPSS Director, or his/her designee, in a written notice describing the reasons for said action.

8.41.2 If the DPSS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DPSS Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the DPSS Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DPSS Director, or his/her designee, may:

- a. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified

time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit A – SOW, Exhibit 13.2 – Performance Requirements Summary (PRS) Chart, hereunder and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

- c. Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.41.3 The action noted in sub-paragraph 8.41.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.41.4 This subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.41.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.42 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

8.42.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

8.42.2 Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purpose hereof are appropriated by the State and by the County Board of Supervisors.

8.42.3 County shall immediately notify Contractor in writing of such non-appropriation at the earliest possible date.

8.42.4 In the event of non-appropriation of funds, procedures in Sub-section 8.65 – Termination for Convenience, shall apply.

8.43 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.44 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 8.44.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.44.2** The Contractor shall certify to, and comply with, the provisions of Exhibit I – Bidder's/Offerror's EEO Certification.
- 8.44.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.44.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.44.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.44.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business

hours to verify compliance with the provisions of this sub-section 8.44 when so requested by the County.

8.44.7 If the County finds that any provisions of this sub-section 8.44 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.44.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

8.45 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.46 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.47 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director, or his/her designee, is not able to resolve the dispute, the DPSS Director, or designee shall resolve it.

8.48 NOTICES TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Exhibit Q – Internal Revenue Service Notice No. 1015.

8.49 NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.49.1 Contractor shall notify and provide to its employees, and shall require each Subcontractor (if any) to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit R – Safely Surrendered Baby Law, and is also available on the Internet at www.babysafela.org for printing purposes.

8.50 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit O – County’s Administration and Exhibit N – Contractor’s Administration. Addresses may be changed by either party giving ten (10) days’ prior written notice thereof to the other party. The DPSS Director, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.50.1 The Contractor shall allow County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this subsection 8.50 when so requested by the County.

8.50.2 Notice of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. County will give ten (10) business days prior notice to the Contractor of the need to attend such meetings. Contractor may verbally request meetings with the County, as needed, with ten (10) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

8.50.3 Delivery of Notices

The Contractor shall allow County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this

subsection 8.50 when so requested by the County. Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

8.50.4 Notices to the Contractor

Any such notice and the envelope containing same notice shall be addressed to the Contractor at its place of business.

Stephanie Klasky-Gamer, Chief Executive Officer
Los Angeles Family Housing Corporation
7843 Lankershim Blvd.
North Hollywood, California 91605

8.50.5 Notices to the County

Notices and envelopes containing same notice to the County shall be addressed to:

Department of Public Social Services
Attn: Carol Walker, Director
Contract Management Division, Section IV
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

8.50.6 Changes of Address

Either party can designate a new address by giving timely written notice to the other party.

8.50.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

8.51 PERFORMANCE REQUIREMENTS

If Contractor fails to meet the Contract requirements as specified in SOW Exhibit 13.1 – Performance Requirements Summary (PRS) hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of sub-section 8.66 – Termination for Default. This sub-section 8.51 shall not in any manner restrict or limit County's right to terminate this Contract for convenience per sub-section 8.65.

8.52 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.53 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from County and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this sub-section 8.53, shall survive the expiration or other termination of this Contract.

8.53.1 Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information. County shall not require Contractor to provide any technical information that is proprietary to it, except as is requested by County to successfully complete the services under this Contract.

8.53.2 County shall not require Contractor to provide any information that is proprietary to it; provided, however, that if County requests Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and County shall limit reproduction and distribution to the minimum extent consistent with County 's need for such information, and, when County no longer needs such information, but in no event later than expiration or other termination of this Contract, County shall either (1) cause all copies of such information to be returned to Contractor, or (2) certify to Contractor that all copies of such information have been destroyed.

8.54 PROVIDER COMPLIANCE

8.54.1 Mandatory standards and policies relating to energy efficiency in the state energy conservation plan, (title 24, California Administrative Code).

8.54.2 Contracts in excess of \$10,000, requiring compliance with Section 306 of the Clean Air Act (42 USC 1857 (h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

8.54.3 Contracts in excess of \$10,000, requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

8.55 PUBLIC RECORDS ACT

8.55.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books and accounting records pursuant to sub-section 8.57 – Record Retention and Inspection/Audit Settlement of this Contract, as well as those documents which were required to be submitted in response to this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.55.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.56 PUBLICITY

The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain it, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that, the requirements of this sub-section 8.56 shall apply.

8.57 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. County reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to Contractor. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards sign-in/sign-out sheet and other time, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.57.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.57.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.57.2 shall constitute a

material breach of this Contract upon which the County may terminate or suspend this Contract.

8.57.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.57.4 Other required documents to be retained include, but not limited to:

- Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.
- Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement".
- Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.
- Minutes of Performance Evaluation Meetings: The County Contract Administrator (CCA) writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

8.57.5 The County, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and businesses conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

8.57.5.1 All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or transcribe such material at such other location, or

(2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.

8.57.5.2 Failure on the part of the Contractor to comply with the provisions of this sub-section 8.57 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.58 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.59 REMOVAL OF UNSATISFACTORY PERSONNEL

The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of the County, the Contractor shall immediately replace said personnel.

8.60 RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the DPSS Director, or his/her designee, shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from DPSS Director, or his/her designee, that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8.61 SHRED DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled

“shred” until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with sub-section 8.57 of this Contract are to be maintained for a period of five (5) years.

8.62 SUBCONTRACTING

8.62.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.62.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County’s request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.62.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

8.62.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County’s approval of the Contractor’s proposed subcontract.

8.62.4 The County’s consent to subcontract shall not waive the County’s right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.62.5 The CCA is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.62.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.62.7** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the following contact/address before any Subcontractor employee may perform any work hereunder.

Department of Public Social Services
Attn: Noelle Willis, County Contract Administrator
Contract Management Division, Section IV
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

- 8.62.8** In the event that the County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

8.63 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-section 8.20 – Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to sub-section 8.66 – Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.64 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in sub-section 8.74 – Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206

8.65 TERMINATION FOR CONVENIENCE

- 8.65.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.65.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work, as shall not have been terminated by such notice.
- 8.65.3** For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in accordance with sub-paragraph 8.57 – Record Retention and Inspection/Audit Settlement.

8.66 TERMINATION FOR DEFAULT

- 8.66.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.66.2** In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.66.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services

similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.66.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.66.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.66.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.66.4 If, after the County has given notice of termination under the provisions of this sub-section 8.66, it is determined by the County that the Contractor was not in default under the provisions of this sub-section 8.66, or that the default was excusable under the provisions of sub-paragraph 8.66.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-section 8.65 – Termination for Convenience.

8.66.5 The rights and remedies of the County provided in this sub-section 8.66 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.67 TERMINATION FOR IMPROPER CONSIDERATION

- 8.67.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.67.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.67.3** Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

8.68 TERMINATION FOR INSOLVENCY

- 8.68.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code; or
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; or
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.68.2** The rights and remedies of the County provided in this subsection 8.68 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.69 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

8.70 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County Board of Supervisors appropriates funds for this Contract in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.71 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.72 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-section 8.72 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.73 WARRANTY AGAINST CONTINGENT FEES

8.73.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.73.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.74 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit F – Charitable Contributions Certification in the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit V in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit S – Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

9.4

OWNERSHIP OF MATERIAL SOFTWARE AND COPYRIGHT

- 9.4.1** County shall be sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter “materials”) which are originated or created through the Contractor’s work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor’s right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor’s work under this Contract.
- 9.4.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor’s working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County’s Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as “Proprietary” or “Confidential” on each appropriate page of any document containing such material.
- 9.4.4** The County will use reasonable means to ensure that the Contractor’s proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor’s proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any State or Federal law or order of court.
- 9.4.6** All the rights and obligations of this sub-section 9.4 shall survive the expiration or termination of this Contract.

9.5 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.5.1** This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.5.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.5.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.5.4** If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
 2. In addition to the amount described in subdivision 1, be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Contract award.

The Director of the Department of Public Social Services and Contractor, through its authorizing officer, has caused this Contract to be executed on the _____ day of _____ 2011. The person(s) signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor.

CONTRACTOR:

By _____

Signature

Print Name

Title

CONTRACTOR:

By _____

Signature

Print Name

Title

COUNTY OF LOS ANGELES

Department of Public Social Services

By _____

Philip L. Browning, Director

APPROVED AS TO FORM:

Andrea Sheridan Ordin

County Counsel

By _____

David Beaudet

Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

TABLE OF CONTENTS

<u>Section Title</u>	<u>Page</u>
PREAMBLE	72
1.0 GENERAL	75
1.1 Scope of Work.....	75
1.2 Key County Personnel	76
1.3 Key Contractor Personnel	78
1.4 Quality Assurance	80
1.5 Hours of Operation	82
1.6 House Rules.....	82
2.0 DEFINITIONS	84
3.0 COUNTY FURNISHED ITEMS	85
3.1 PA 262, "Confirmation of Cancelled Vendor Services"	85
3.2 ABP 295, "Meals and/or Lodging Order and Invoice"	85
3.3 ABP 479, "Voucher Notice"	85
3.4 PA 607, "Complaint of Discriminatory Treatment"	85
4.0 CONTRACTOR FURNISHED ITEMS	85
5.0 SPECIFIC TASKS	86
5.1 Receive and Process Referred Homeless GR Applicant/Participant.....	86
5.2 Adhere to Minimum Emergency Housing Standards.....	87
5.3 Comply with Building and Safety Codes, and Fire Codes	90
5.4 Laundry Facilities	90
5.5 Ancillary Services	91
5.6 Record Keeping	91
5.7 Reports.....	93
6.0 REGULATIONS	93
7.0 CONTRACT MONITORING PROCEDURES.....	94
8.0 APPEALS AND HEARINGS (ASH).....	95
8.1 Public Hearings	95
8.2 Litigation.....	95
8.3 Hearing Decisions	95

<u>Section Title</u>	<u>Page</u>
9.0 REPORTING TO DPSS	95
9.1 Ad Hoc Reports	95
10.0 FRAUD REFERRALS.....	96
11.0 QUALITY ASSURANCE AND COMPLAINT SYSTEMS.....	96
11.1 Quality Assurance Plan	96
11.2 DPSS Received Complaints.....	96
11.3 Contractor Incident Report	97
12.0 CIVIL RIGHTS COMPLAINTS PROCEDURE	97
13.0 SOW EXHIBITS	98
13.1 Performance Requirements Summary	99
13.1.1 Quality Assurance.....	100
13.1.2 Contract Discrepancy Report (CDR).....	100
13.1.3 Remedy of Defects	100
13.1.4 Unsatisfactory Performance Remedies	101
13.2 Performance Requirements Summary Chart	102
13.3 Occupancy Referral Report.....	104
13.4 Shelter Occupancy Report	106
13.5 Payment Request Form	108
13.6 Contract Discrepancy Report	113
13.7 Incident Report Form	114

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an

effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following Customer Service and Satisfaction Standards in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and values statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK

1.0 GENERAL

1.1. Scope of Work

- 1.1.1 Contractor shall make available no less than 40 beds in single occupancy rooms each day for the exclusive use of homeless General Relief (GR) participants in a safe and clean emergency shelter.
- 1.1.2 To achieve the occupancy level of at least 40 homeless GR participants housed each night, Contractor shall each morning (no later than 9:00 a.m.) and each afternoon (no later than 2:00 p.m.), Monday through Friday, request a pre-determined or revised number of referrals from DPSS Vendor Voucher Unit. The methodology to be used each morning to determine the projected number of shows/registrants needed daily to reach the 20 ending occupancy is as follows:
- 1.1.2.1 Determine the actual number of vacancies (the difference between 40 and the beginning occupancy figure); and
- 1.1.2.2 Determine the projected number of homeless GR participants who are going to show and register (this number should be the sum of the number of vacancies and the number of early check-outs for that day); and
- 1.1.2.3 Determine the percentage of shows monthly. (Effective on the Contract start date, the percentage of shows will be based on the average show rate for the preceding three-month period); and
- 1.1.2.4 Divide the projected number of shows by the average show rate as specified above in sub-paragraph 1.1.2.3.

Example 40 Beds (based on 65% Average Show Rate):

• Beginning Occupancy	25
• Number of Vacancies (Morning)	15
• Number of Early Check-Outs (Afternoon)	<u>+5</u>
• Plus the Projected Number of Shows	<u>+20</u>
• Beginning Occupancy and Number of Shows	45
• Minus the Number of Early Check-Outs	<u>- 5</u>
• Ending Occupancy	40

- 1.1.3 Based on the example cited above, Contractor shall request a minimum of 31 (40 minus beginning occupancy plus number of early check-out divided by .65 equals 40) referrals from DPSS Vendor Voucher Unit the morning of the effective date of the Contract. Contractor shall follow the above methodology during the term of this Contract.

- 1.1.4 Homeless GR participants will normally be authorized by DPSS to stay at the shelter for a period of one (1) up to fourteen (14) days. An authorization may be renewed by DPSS for additional periods or may be cancelled verbally and in writing at any time during a stay.

1.2 Key County Personnel

1.2.1 County Contract Administrator

County will designate one (1) person who will act as the County Contract Administrator (CCA) for the County on all policies, procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA or alternate shall:

- 1.2.1.1 Monitor Contractor's performance in the daily operation of this Contract, and for confirming that the technical standards and requirements of this Contract are met.
- 1.2.1.2 Provide direction to Contractor in areas relating to policy, information and procedural requirements. The CCA shall negotiate with Contractor on changes in service requirements according to Section 8, subsection 8.1 – Amendments/Change Notices.
- 1.2.1.3 The CCA is not authorized to make any changes in the terms and conditions of the Contract or to obligate Los Angeles County in any way whatsoever.
- 1.2.1.4 DPSS will inform Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.
- 1.2.1.5 The CCA will act as the Quality Assurance Evaluator (QAE) for the County on all services, requirements, and deliverables pertinent to the Contract and monitor the Contractor's performance under the Contract using the quality assurance procedures established in SOW Exhibit 13.1 – Performance Requirements Summary, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. Specifically, the QAE shall:
 - Ensure that services, requirements, and deliverables of the Contract are met and evaluate the Contractor's performance under this Contract.

- Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- The QAE is not authorized to make any changes in the terms and conditions of the Contract or to obligate the Los Angeles County in any way whatsoever.

The QAE is responsible for the quality monitoring of Contractor's performance. The QAE may or may not be the same person as the CCA.

1.2.3 Contract Program Monitor

County shall provide a Contract Program Monitor that may monitor all provisions under the Contract. Monitoring may include Administrative Monitoring primarily involving with the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring related to the Contract's Statement of Work and Performance Requirement Standards.

1.2.4 Program Manager

The Program Manager shall have the responsibility for the day-to-day oversight of the Shelter Services for Homeless General Relief Applicants/Participants program. The Program Manager or alternate is responsible for working with Contractor's staff on individual family cases and will work to resolve any problems or issues involved.

The Program Manager shall work with Contractor's Contract Manager, or alternate on problems involving Contractor's staff whom the Project Director determines is not performing satisfactorily.

The Program Manager shall report to the CCA any problem that Contractor and the Project Director are not able to resolve.

1.3 Key Contractor Personnel

1.3.1 Executive Director

The Senior Executive shall be the official named in Section 8, sub-section 8.50.4 – Notices to the Contractor of this Contract for receipt of official notices.

1.3.2 Project Director

Contractor shall provide a Project Director who will act as liaison with the County and be responsible for the oversight of all work performed for the project. The Project Director shall have full authority to act for the Contractor on all matters relating to the daily operations of the project.

1.3.3 Contractor's Employees

1.3.3.1 The Contractor is responsible for providing the personnel assigned to perform services under the Contract. All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor, and the Contractor shall have the sole right to hire, suspend, discipline, or discharge Contractor's personnel.

1.3.3.2 The Contractor will be solely responsible for providing, to its employees, all legally required employee benefits and the County shall not be called upon to assume and liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

1.3.3.3 The personnel provided by the Contractor shall be, at a minimum:

- Able to fluently read, write, speak, and understand English.
- Willing, if they are bilingual, to utilize bilingual skills, when requested or necessary.
- Able to communicate effectively using good judgment and diplomacy.
- Required to present him/herself in a neat, businesslike appearance, and behave in a professional manner.
- Able to handle sensitive materials and perform confidential duties.

- Able to satisfy a background check.

County may screen Contractor employees, current and prospective, to ensure that an employee receiving public assistance, residing with or related to a public assistance recipient, is not assigned to a function that may present a conflict or interest for County.

1.3.4 Contract Manager

- 1.3.4.1 Contractor shall provide a Contract Manager who will act as liaison with County and be responsible for the overall management and coordination of this Contract. The Contract Manager is responsible for oversight, negotiation and compliance aspects of the Contract. The Contract Manager, or alternate designated in writing to act on Contractor's behalf, shall respond to inquiries within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.
- 1.3.4.2 The Contract Manager or alternate shall have full authority to act for Contractor on all Contract matters relating to the management, coordination and compliance matters associated with this Contract.
- 1.3.4.3 The Project Director and Contract Manager and any alternate shall be identified in writing prior to Contract start and at any time thereafter a change of Contract Manager or alternate is made.
- 1.3.4.4 The Contractor Project Director and Contract Manager are not authorized to make any changes in the Standard Terms and Conditions of the Contract and are not authorized to obligate Contractor to DPSS in any way whatsoever.
- 1.3.4.5 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday except County holidays.
- 1.3.4.6 The Contract Manager or alternate must be able to attend meetings as needed, communicate by telephone and by written correspondence.

1.3.5 Other Contractor Staff

- 1.3.5.1 All staff who have direct contact with County personnel or who are responsible for serving the homeless GR participants referred for shelter (e.g., desk clerks) must be able to read, write, speak and understand English. Personnel, such as housekeepers, are not required to meet this requirement.
- 1.3.5.2 Contractor is required to have bilingual staff, including Spanish-speaking personnel.
- 1.3.5.3 All personnel shall be qualified in accordance with all Federal, State, County and local laws, ordinances, regulations and requirements applicable hereto.

1.4 Quality Assurance

County shall monitor Contractor's performance under this Contract using the quality assurance procedures specified in SOW Exhibit 13.1 – Performance Requirements Summary, or any other such procedures as defined in this Contract.

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

The CCA and/or QAE and Contractor will make every effort to resolve minor discrepancies during the monitoring visit.

1.4.1 Government Observations

Federal, State and/or County personnel approved by County administrative management personnel, in addition to departmental contracting staff, may observe performance activities, documents and products under this Contract at any time during hours of operation as defined below in Section 1.5. However, these personnel may not unreasonably interfere with Contractor performance.

1.4.2 Monitoring Hours

Contractor shall be available for monitoring activities Monday through Friday, 8:00 a.m. to 5:00 p.m. except on County recognized holidays.

1.4.3 Contract Discrepancy Reports

In the event of a serious discrepancy, the CCA and/or QAE will issue a SOW Exhibit 13.6 – Contract Discrepancy Report (CDR), to the Contract Manager. The Contract Manager shall respond in writing to the Contract Discrepancy Report within ten (10) business days from the date of receipt of the Report.

- A. If Contractor agrees with the finding in the CDR, Contractor shall respond with a Corrective Action Plan, including a statement that Contractor agrees with the finding, its action to resolve the specific finding, and its future action to monitor its performance to prevent a repetition of the problem. If this Corrective Action Plan is acceptable to County, or a mutually agreed upon revision is acceptable to County the discrepancy shall be considered resolved.
- B. If Contractor does not agree with the finding in the Contract Discrepancy Report, Contractor shall respond with a Request for Dispute Resolution, including a statement that Contractor does not agree with the finding, its reasons for not agreeing with the finding, and any action it proposes that Contractor and/or County take to resolve the dispute.
- C. In response to a Request for Dispute Resolution, the Contract Manager and CCA will meet within five (5) business days to discuss the problem. Minutes of the meeting shall be prepared by the CCA. The Contract Manager shall either sign the minutes within five (5) business days of presentation of the minutes, or present.
- D. If the Contractor's version of the minutes is in dispute with the CCA, the Contract Manager and CCA shall make every effort to resolve the dispute. If they find a resolution, they shall put the resolution down in writing in the minutes and both sign the minutes.
- E. If the CCA and Contract Manager do not resolve the dispute, the dispute shall be referred to the Contractor Senior Executive and DPSS Director, or his/her designee, who shall meet within ten (10) business days (or later, if by mutual agreement) to resolve the dispute.
- F. The decision of the DPSS Director shall be final.
- G. Any Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, shall be reported to the Board of Supervisors with recommended remedial actions.
- H. If the dispute is not eventually resolved to the County's satisfaction, County may terminate this Contract or impose other actions as specified in this Contract, in which event Contractor's rights and remedies under law are preserved, including a claim of breach of Contract.

1.5 Hours of Operation

- 1.5.1 Contractor's homeless shelter facility must be staffed twenty-four (24) hours per day, seven (7) days per week. Participants with bed reservation may be referred by DPSS, Monday through Friday from **7:00 a.m. to 7:00 p.m.**
- 1.5.2 After 6:00 p.m., if the total number of occupants and bed reservations is less than 40 beds, the difference can be released to the public-at-large. Any beds released must be made available to the County the following day.
- 1.5.3 CCA will provide Contractor with a list of County recognized holiday at the time the Contract is awarded, and at any time thereafter the County approves holidays for County employees.

1.6 House Rules

Contractor may establish reasonable house rules for the facility. DPSS must approve all house rules before the Contract is put into effect and must approve all future changes before they are put into effect as set forth in Contract, Section 8.0, sub-section 8.1 – Amendments/Change Notices. Contractor's approved house rules are as follows:

- 1.6.1 No alcoholic beverages or any form of non-prescribed drug use allowed at any time. Security/Housing Personnel will investigate any suspicion of drug and/or alcohol misuse.
- 1.6.2 Intoxication (drunkenness) will not be tolerated in the building. If determined to be under the influence of alcohol or drugs, the resident will be evicted.
- 1.6.3 Security may inspect all bags and packages brought into the building.
- 1.6.4 Any form of violence will not be permitted, and is cause for immediate eviction, and possible criminal complaint.
- 1.6.5 Abusive language, physical threats, etc., directed towards staff or other participants are cause for eviction.
- 1.6.6 Damaging or defacing any room or the building in any way is cause for immediate eviction, and possible criminal complaint.
- 1.6.7 Playing of radios and televisions loudly is not permitted.
- 1.6.8 There is no loitering ("hanging around") anywhere in the building.

- 1.6.9 NO WEAPONS of any kind (guns, buck knives, iron rods, etc.) will be permitted or worn within the building at any time. Violators will have their items confiscated and turned in to the Police Department. Residents will be evicted.
- 1.6.10 No one will be permitted entrance into the building between 1:00 a.m. and 7:00 a.m.
- 1.6.11 No hot plates (cooking) or other forms of cooking utensils allowed.
- 1.6.12 No smoking in elevators, hallways, or nonsmoking areas of dining rooms.
- 1.6.13 Visitors allowed only in the waiting area.
- 1.6.14 Lounge areas close at 11:00 p.m.
- 1.6.15 Staff is not responsible for lost, damaged or stolen personal property.
- 1.6.16 Residents must be appropriately dressed whenever going anywhere in the building (i.e., No Bare Feet).
- 1.6.17 No urinating or throwing of personal items out the window.
- 1.6.18 No pets.
- 1.6.19 All DPSS vouchers must be signed before **9:30 a.m.**
- 1.6.20 Check out time for all residents is **9:30 a.m.** Please remove all belongings from the room, or they will be removed and stored by the staff at the resident's own risk.
- 1.6.21 For residents not signing Housing Vouchers before **9:30 a.m.**, their rooms can be plugged by 10:00 a.m. All belongings in the room will be PACKED OUT and stored at the resident's own risk.
- 1.6.22 Two pluggings of rooms and PACK OUTS can be cause for eviction.
- 1.6.23 When checking out: (a) Remove all belongings and (b) Turn in key and pass to receptionist.
- 1.6.24 The Mezzanine, and any designated program floor are RESTRICTED AREAS and considered to be OUT OF BOUNDS. DO NOT enter these floors without proper authorization. Anyone caught breaking this House Rule can be dismissed from these premises.

2.0 DEFINITIONS

- 2.1 Appeals and State Hearings (ASH) - The section within DPSS that represents the County at all State Hearing Proceedings

- 2.2 Applicant - A person whose public assistance application is pending.
- 2.3 Available Beds – Forty (40) minus the number of occupied beds equals the number of beds available each morning to DPSS.
- 2.4 Bureau of Administrative Services - A bureau within DPSS responsible for development, management and monitoring of DPSS Contracts.
- 2.5 Bureau of Program and Policy - A bureau within DPSS responsible for administration and supervision of the General Relief (GR) and Capi Programs Section in the Department of Public Social Services.
- 2.6 Contract Discrepancy Report (CDR) - A report or letter used by the CCA to record Contract information regarding discrepancies or problems with Contractor's performance. The Contractor is required to respond to all CDRs.
- 2.7 General Relief (GR) Program – The County operated public assistance program for County indigents, who are not in receipt of State or Federal assistance programs.
- 2.8 Exclusive Use Beds – Forty (40) beds held by the Contractor for the sole use by DPSS-referred participants. These beds may not be given to anyone else at any time except as specified in sub-paragraph 1.5.2.
- 2.9 Participant - An individual who is receiving assistance through the GR Program.
- 2.10 Performance Indicators - Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.11 Performance Requirements Summary (PRS) - Identifies the key performance indicators of the Contract that will be evaluated by County to assure Contract performance standards are met by Contractor.
- 2.12 Quality Assurance Plan - A plan of action taken by County for monitoring Contractor's performance.
- 2.13 Standard - The acceptable level of performance set by County for performing a Contracted service or activity.
- 2.14 Statement of Work - This Contract's requirements for provision of providing single occupancy rooms to homeless GR applicants/participants, the standards associated with those services and the methods for monitoring Contractor's performance.

3.0 COUNTY FURNISHED ITEMS

- 3.1 PA 262, "Confirmation of Cancelled Vendor Services"

County will, when appropriate, provide the Contractor with a confirming notification (PA 262) of prior telephone cancellation of any remaining voucher nights prior to the expiration date of the original ABP 295.

3.2 ABP 295, "Meals and/or Lodging Order and Invoice"

County will provide the homeless GR participant with a referral voucher (ABP 295) indicating the participant's name, case number, DPSS District Office, and the number of days the participant is eligible for shelter.

3.3 ABP 479, "Voucher Notice"

County will provide each person referred for shelter with a Voucher Notice (ABP 479). The Notice provides explicit instructions to the applicant/participant to not sign the ABP 295 in advance, and to sign only in pen. It also lists problems affecting room or hotel/shelter and notifies referred participants that if they have problems with the room or hotel they should call 1-800-255-0905. If problems pose a danger to their health or safety, they may be entitled to get a different room or a new DPSS voucher for a different hotel/shelter.

3.4 PA 607, "Complaint of Discriminatory Treatment"

County will provide Contractor with an initial supply of complaint forms (PA 607). Contractor shall give the PA 607 to the homeless GR participant in the event that he/she complains to the Contractor about any alleged discriminatory treatment by Contractor.

4.0 CONTRACTOR FURNISHED ITEMS

4.1 Contractor shall provide all personal, facilities, furniture, equipment, utilities, supplies, and materials necessary to meet the Contract requirements.

4.2 Renovations to the Facility

Contractor shall provide the CCA with prior written notification of any and all proposed renovations to the exterior or interior of the buildings. Monthly progress reports on the renovations shall be provided by the Contractor to the CCA until all renovations are complete. Renovations shall be deemed complete for purposes of this Contract when Health, Building and Safety officials have completed with the relevant legal requirements. As to renovations which are not the subject of legal requirements, completion shall be effected when the CCA has issued a written approval.

5.0 SPECIFIC TASKS

5.1 Receive and Process Referred Homeless GR Applicant/Participant

Contractor is responsible for receiving and processing the homeless GR applicant/participant referred to Contractor by DPSS.

- 5.1.1 Each morning selected DPSS staff shall call Contractor to ascertain if there are vacancies. Contractor shall report as vacant all rooms unoccupied the night before and all rooms of those participants whose vouchers expire that morning (refer to sub-paragraph 5.7.6).
- 5.1.2 If there are vacancies, the DPSS Eligibility Worker shall refer eligible homeless GR applicants/participants with an ABP 295 voucher to Contractor. The referred individual shall provide Contractor with an ABP 295 voucher indicating the participant's name, case number, DPSS District Office, and number of days applicant/participant is eligible for shelter.
- 5.1.3 Contractor shall provide the referred applicant/participant with emergency shelter **and shall keep the white and pink copies of the ABP 295 vouchers intact during the referred applicants/participants stay so as to maintain records of occupancy.**
- 5.1.4 Contractor shall comply with all applicable laws regarding nondiscrimination (reference Contract, Section 8.0, sub-section 8.13 – Compliance with Civil Rights Law). Contractor shall not refuse services without good cause to any applicant/participant. Good cause shall be defined as:
 - 5.2.1.2 Drunk or disorderly conduct.
 - 5.1.4.2 Behavior that could cause injury to self, other persons or to property.
 - 5.1.4.3 Conduct that infringes upon the rights of others.
 - 5.1.4.4 Failure to follow House Rules.
 - 5.1.4.5 Applicants/Participants who have a history of misconduct as defined above.
- 5.1.5 If appropriate, the DPSS Eligibility Worker will extend the applicant's/participant's stay at the facility. Also, the Eligibility Worker will cancel the applicant's/participant's authorization to stay, if the applicant/participant becomes ineligible to GR at any point.

- 5.1.6 Contractor will have applicant/participant read, or will read, to the applicant/participant the House Rules and obtain applicant's/participant's signature that he/she understands and will follow the rules.
- 5.1.7 Contractor will issue an identification card, for which the participant will use for entry into the building.

5.2 Adhere to Minimum Emergency Housing Standards

- 5.2.1 Contractor shall allow no voucher recipient to be placed in, or be allowed to continue occupancy of, any room or rooms in which County Department of Public Health (DPH) has found any of the following conditions to exist or to have existed when a voucher recipient occupied said room(s), or in any room or rooms affected by such conditions. Violation of any of the following requires immediate closing or repair of the affected room or rooms.
 - 5.2.1.1 Infestation of insects or rodents.
 - 5.2.1.2 Gross structural damage or general dilapidation.
 - 5.2.1.3 Lack of adequate, operational plumbing facilities including provision of at least the minimum number of operational toilets and bathing facilities required by law.
 - 5.2.1.4 Lack of hot or cold water, gas or electricity, except for emergency disruptions of service beyond the control of the management which last for one day or less.
 - 5.2.1.5 Unclean or unsanitary rooms or public areas, including, but not limited to, kitchens, toilets, bathtubs, shower stalls and hallways.
 - 5.2.1.6 Large accumulations of rubbish, debris or trash upon the premises.
 - 5.2.1.7 Lack of adequate heating. Adequate heating is defined as 70°F to 80°F measured three feet above the floor, 24 hours a day if centrally controlled, or capable of providing 70°F to each room, if the occupant wants heat, 24 hours a day if individually controlled. This heating standard is applicable October 1 through May 31 of each year.
- 5.2.2 All voucher rooms and public areas serving said rooms shall be in compliance with the following standards, and no voucher recipient shall be placed in or continue to occupy a room or rooms not meeting, or affected by the failure to meet, said standards.
 - 5.2.2.1 The facility shall be in compliance with current fire codes.

- 5.2.2.2 Lighting in all rooms, hallways and public areas shall be adequate to provide clear visibility throughout all such rooms, hallways and public areas.
- 5.2.2.3 In rooms with public bathrooms, all wash basins, toilets, bathtubs and shower stalls shall be operable, reasonably clean and sanitary.
- 5.2.2.4 All communal bathrooms shall have toilet stalls and bathing facilities that can be locked from the inside or such bathrooms shall themselves be able to be locked from the inside.
- 5.2.2.5 Each private room shall have a door lock operable from both inside and outside the room, and a key; each window in the room shall be unbroken, and all movable windows shall be able to be opened and to be secured.
- 5.2.2.6 Each applicant/participant shall have the only key to his/her room except for the master key(s) or one set of authorized duplicate keys kept in the custody of management; if multiple or unauthorized duplicate keys are found to exist, the lock must be re-keyed.
- 5.2.2.7 Each room shall contain a bed and a place in which to store clothing, both in good repair.
- 5.2.2.8 On arrival at the facility, each voucher recipient shall receive freshly laundered, untorn bed linen, a freshly laundered towel, and his/her room shall contain a mattress and pillow which are dry, clean and untorn.
- 5.2.2.9 All voucher recipients shall be supplied with adequate toilet tissue and soap at check-in and shall be supplied with additional toilet tissue and soap upon reasonable demand.
- 5.2.2.10 All flooring shall be maintained in a safe condition.
- 5.2.2.11 Necessary security and supervision shall be supplied within the facility reasonable to maintain occupant safety and prevent vandalism, which shall include 24 hour security coverage and hourly patrols of building and grounds, immediate response to an alert and television monitoring of stairwells.
- 5.2.2.12 Contractor must promptly move a voucher recipient to a room not in violation of the above standards if the room in which the voucher recipient has been placed

is in violation of any of the above standards and the voucher recipient requests another room. DPSS shall not pay Contractor for any and all rooms that do not meet the above standards.

5.2.2.13 Contractor shall provide separate sleeping areas for males and for females.

5.2.3 Contractor shall perform the following services. Failure to meet the following standards may lead to closure of rooms, floors or facility.

5.2.3.1 Furniture shall be clean and kept in good repair.

5.2.3.2 Weekly maid services shall be provided for each room and for all corridors and public areas.

5.2.3.3 Bedding shall be replaced at least once a week with freshly laundered, untorn linen. The linen shall include at least two sheets and a pillow case. The necessary number of blankets shall be supplied, depending upon the weather and the heating available in each room.

5.2.3.4 Freshly laundered towels shall be provided twice a week.

5.2.3.5 Mattresses and pillows shall be checked to ensure that they are dry at the time that maid service is provided.

5.2.3.6 All windows shall be equipped with shades, curtains, drapes or frosted glass; screens shall be provided on the first three floors of multi-story buildings.

5.2.4 Contractor shall be in compliance with the Public Health Code, the State Housing Law, all applicable building and safety codes and Los Angeles County (and/or City) public health ordinances and regulations.

5.2.5 Contractor shall have publicly posted, at all times, an English and Spanish copy of the Voucher Notice (ABP 479).

5.2.6 Willful and/or repeated violations of any of the above, shall constitute a material breach on Contract upon which County may terminate or suspend this Contract.

5.3 Comply with Building and Safety Codes, and Fire Codes

Contractor must adhere to all Building and Safety Codes, and Fire Codes. Conditions which constitute a danger or which make the premises unhealthy for human habitation and which fail into the areas inspected by the Fire Department or by Building and Safety Department include, but are not limited to the following:

5.3.1 Building and Safety

- 5.3.1.1 Inadequate weatherproofing for ceilings and walls, if habitability is immediately affected thereby.
- 5.3.1.2 Broken windows or presence of broken glass within sleeping rooms or in public areas.
- 5.3.1.3 Cracks or holes in interior walls of one inch in diameter or greater.
- 5.3.1.4 Plumbing facilities which are malfunctioning in such a way as to threaten health of occupants.
- 5.3.4.5 Any other condition designated by the enforcing agency as dangerous or unhealthy for human habitation.

5.3.2 Fire

- 5.3.2.1 Inoperable or absent fire escapes.
- 5.3.2.2 Inoperable or absent fire extinguishers.
- 5.3.2.3 Inoperable or absent fire hoses.
- 5.3.2.4 Lack of either a functioning fire alarm system or a system of smoke detectors, at least 80% of which are operational.
- 5.3.2.5 Where automatic door closers are utilized on stairwell doors, such door closers shall be operational.
- 5.3.2.6 Any other condition designated by the enforcing agency as dangerous or unhealthy for human habitation.

5.4 Laundry Facilities

Contractor shall provide adequate laundry facilities. The shelter's laundry facilities shall be composed of one washer and one dryer on each housing floor.

5.5 Ancillary Services

County does not require Contractor to provide any service except shelter as outlined in sub-paragraphs 5.1 through 5.4. Contractor is encouraged to provide other services. Some of the possible services which might be included are counseling, transportation, clothing distribution, information and/or referral services.

5.5.1 Any ancillary service offered by Contractor shall be voluntary as to applicant/participant participation.

5.5.2 County shall not pay Contractor for any service Contractor provides except for shelter as outlined in sub-paragraphs 5.1 through 5.4

5.6 Record Keeping

Contractor will have to maintain complete and accurate records of occupancy. This data will be subject to audit by the County.

5.6.1 In processing and maintaining DPSS vouchers/invoices (ABP 295), the Contractor shall:

5.6.1.1 Examine all ABP 295s before providing services to ensure that the number of days, the time period covered, the rate, and the total amount authorized are consistent.

5.6.1.2 Ensure the Voucher Notice (ABP 479) is retained by the applicant/participant.

5.6.1.3 Ensure that applicants/participants sign in pen each ABP 295 and that there has been no alteration of name, date or amount. Vouchers completed in pencil will be rejected.

5.6.1.4 Have the authority to refuse to accept irregular ABP 295s. Applicants/Participants shall be advised to return to the District Office if issuance in case of any irregularity.

5.6.1.5 Require applicants/participants to sign in pen their names and room numbers of the vouchers **daily** as the services are rendered. Contractor shall enter the date. Applicant/Participant shall sign every twenty-four (24) hours **no later than 9:30 a.m. preceding each night's housing.**

All unsigned vouchers found by a DPSS monitor after 9:30 a.m. for the previous day will be marked "*unsigned*." If these unsigned vouchers result in an

occupancy less than 40 shelter beds for the day being monitored, County will reduce a future month's payment by the existing payment rate for each voucher marked "unsigned" by the monitor. If the County finds that the Contractor violated this requirement, Contractor may be liable for any damage to the County as defined in Contract, Section 8.0, sub-section 8.41 – Liquidated Damages.

- 5.6.1.6 Have responsibility for comparing participant's signatures on the ABP 295 to ensure that participant is the same person who signed in the District Office.
- 5.6.1.7 Ensure that each ABP 295 reflects the total number of nights the participant was housed.
- 5.6.1.8 Agree that no one other than Contractor or designee may sign as Contractor on the ABP 295s.
- 5.6.1.9 Agree not to exchange ABP 295s for cash or other remuneration.
- 5.6.1.10 Not transfer ABP 295s from one participant to another, from one vendor/Contractor to another, or from one facility to another owned by the same vendor/Contractor.
- 5.6.1.11 Understand that failure to follow any of the above provisions may result in denial of payment, suspension and, in some instances, criminal prosecution.
- 5.6.1.12 Ensure that all new employees are properly trained for their job, including handling the above requirements.
- 5.6.2 A reservation/cancellation log to record telephone reservations/cancellations from DPSS staff.
- 5.6.3 An incident log that includes records of all acts of violence/reports on any damage done by participants.
- 5.6.4 Records on any rejected referral and reason for rejection.
- 5.6.5 A log of all occupants who leave prior to their authorized stay.

5.7 Reports

Contractor shall submit all reports requested by County by the 15th day of each month.

- 5.7.1 Contractor shall prepare monthly reports and invoice using the "Occupancy Referral Report," "Shelter Occupancy Report," and "Payment Request" forms for all charges owed to Contractor by County under the terms of this Contract. Contractor shall submit these forms as set forth in SOW Exhibits 13.3, 13.4, and 13.5.
- 5.7.2 When participants leave prior to their authorized stay, or when DPSS terminates a participant's stay for any reason, Contractor shall count the individual's bed as vacant when designated DPSS staff (Vendor Control Unit) inquires as to vacancies.
- 5.7.3 When Contractor refuses services with good cause to any applicant/participant for one of the reasons listed in sub-paragraph 5.1.4, Contractor shall not include that individual in Contractor's occupancy count.
- 5.7.4 When Contractor is forced to ask an individual to leave the facility for one of the reasons listed in sub-paragraph 5.1.4, Contractor shall include the individual for that calendar day in the monthly report, but shall not include the individual in any subsequent day's occupancy figure.
- 5.7.5 Contractor shall continue to notify the designated DPSS staff (Vendor Control Unit) the next County work day, whenever the shelter's occupancy falls below the 40 Contract shelter bed level.
- 5.7.6 When necessary, designated DPSS staff (Vendor Control Unit) will require Contractor to provide daily counts of beginning/ending occupancy levels, number of vacancies, number of referrals, and number of shows.

6.0 **REGULATIONS**

Regulations and statutes applicable to the Statement of Work and SOW Exhibits in this Contract include, but are not limited to, those listed below.

- 6.1 Section 17000 W&I Code of the State of California mandates each County to have a General Relief Program.
- 6.2 Section 10850 et seq. and 17006 W&I Code of the State of California mandates case records and information confidentiality.
- 6.3 Section 17920 et seq. Health and Safety Code of the State of California provides for regulation of buildings used for human habitation.

- 6.4 Section 1205 Uniform Building Code of the State of California provides sanitation requirements for buildings and dwelling units.
- 6.5 Chapter 11.20 Los Angeles County Public Health Code provides housing requirements.

7.0 CONTRACT MONITORING PROCEDURES

- 7.1 DPSS will monitor performance under Contract by visiting the shelter facility. Visits may be announced or unannounced. During such visits, DPSS staff reserves the right to inspect the premises for cleanliness and safety. Discussion may be held with facility staff and residents regarding services provided.
- 7.2 DPSS reserves the right to bring in the services of consultants as DPSS deems necessary.
- 7.3 Contractor's performance shall be inspected by DPSS on a quarterly basis.
- 7.4 Complaints against a Contractor shall be investigated by DPSS within three (3) County work days from the date the complaint is received.
- 7.5 DPSS may cause, when necessary, appropriate inspection by other governmental agencies to ensure code compliance.
- 7.6 The results of DPSS' investigation and a referral, when appropriate, shall be sent to the Los Angeles County Department of Public Health.
- 7.7 Monitoring will include the review of Contractor's records, vouchers and logs, and any discussions with appropriate staff about record keeping and retention.
- 7.8 A minimum of two (2) rooms may be randomly selected for inspection at the time of the regular inspection.
- 7.9 Special emphasis shall be given to roaches, rats, stopped up plumbing, broken windows, and dirty unsanitary restrooms.
- 7.10 Violations of inspection standards require corrective action.
- 7.11 No additional DPSS inspection shall be made when a facility has been cited by the Department of Public Health (DPH). DPH will determine if the violations cited warrant immediate action halting all referrals of participants to the facility and ceasing of further payments to Contractor.
- 7.12 County has expanded the monitoring activities to ensure that Contractor is in compliance and ensure that funds paid to the Contractor are commensurate with services provided, that the Contractor is complying with Terms and Conditions, and that the services provided by Contractor are provided timely, correctly and effectively. County monitoring shall include fiscal, administrative and service delivery.

- 7.13 Contractor's performance shall be measured to ensure the objective of the contract is achieved in combination with the desired results. Performance standards are shown in SOW Exhibit 13.2 – Performance Requirements Summary Chart.
- 7.14 The Management Information and Evaluation (MIE) Section will provide the CCA responsible for the contract with a copy of any "Warning of Violations" letter that the MIE Vendor Monitor sends to any hotel/motel Vendor that is listed on the DPSS Approved Vendor List.

8.0 APPEALS AND HEARINGS (ASH)

8.1 Public Hearings

Contractor shall participate in conciliation, grievance, state and other public hearings upon request of County, including attendance by Contractor's staff and providing records and documents as necessary. County shall provide Contractor notice of meetings at least three (3) business days prior to such meetings.

8.2 Litigation

Contractor shall notify County in writing of pending litigation on any case, within ten (10) calendar days of being notified of pending litigation.

County shall notify Contractor in writing of pending litigation on any case within ten (10) calendar days of being notified of pending litigation. Cases in litigation must be retained by Contractor for at least three (3) years after the case is settled by the courts. In addition to lawsuits, records may be needed for Appeals and State Hearings, audits, and complaints. These records shall be made available to County by Contractor.

8.3 Hearing Decisions

Within 60 days of the start of this Contract, County shall provide Contractor with an administrative release which gives Contractor directions and timeline information for implementing decisions of a hearing officer or the County ASH Unit, including any requirement to report to County action Contractor took to implement such decisions, and what Contractor should do if participant or provider does not cooperate with Contractor to resolve the hearing problem.

9.0 REPORTING TO DPSS

9.1 Ad Hoc Reports

At various times, County may request data or other information from Contractor on an ad hoc basis, as needed by the Department, County Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to County in a mutually agreeable time period.

10.0 FRAUD REFERRALS

Contractor shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I) Section pursuant to the instructions in Administrative Directive Number 4126, dated 9/24/02, (provided to Contractor prior to Contract effective date) and any supplements or other issuances subsequently released. In those instances when County requests Contractor to make a fraud referral, (e.g., Contract Program Monitor review), fraud referrals shall be made to WFP&I within three (3) business days with a copy provided to the DPSS GR Program Division. A copy of all other fraud referrals initiated by Contractor shall also be provided to the DPSS GR Program Division.

11.0 QUALITY ASSURANCE AND COMPLAINT SYSTEMS

11.1 Quality Assurance Plan

Within ninety (90) days of the effective date of this Contract, Contractor shall present to County a comprehensive Quality Assurance Plan, including internal monitoring and staff training systems, to assure that the requirements of this Contract are met, and that a consistently high level of services are provided throughout the term of this Contract. All monitoring records shall be provided to County upon request. The Plan shall include, but not be limited to the following:

- A. A monitoring system covering all services listed in SOW Exhibit 13.1 – Performance Requirements Summary, identifying specific activities to be monitored, and the frequency of monitoring.
- B. Quarterly monitoring of employee files, provider files and payment records for accuracy and timeliness of work; a review of the functioning of system quality controls; and observance of staff to ensure that employees rendering services under this Contract do not present themselves by commission or omission as agents, employees, or representatives of DPSS. Quarterly monitoring will include a focus on:
 - 1. Contractor's performance as outlined in Section 7.0 – Contract Monitoring Procedures.
 - 2. Exhibit G – Contractor Employee Acknowledgement and Confidentiality Agreement, on file for each Contractors staff.

11.2 DPSS Received Complaints

- 11.2.1 County shall refer complaints related to SSHGR program to Contractor in writing for resolution. Contractor shall notify County in writing of the resolution within five (5) calendar days. County shall prepare a monthly listing of complaints referred to Contractor for resolution. Inquiries shall not be considered complaints. Calls not referred to Contractor for resolution shall not be considered complaints.

11.3 Contractor Incident Report

- 11.3.1 Contractor shall maintain a SOW Exhibit 13.7 – Incident Report, of all incidences related to the SSHGR program received directly by Contractor. The report shall include an incident involving GR applicants/participants, complaints about the Contractor or about other County Departments providing services in the SSHGR program.

12.0 CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS which includes, but is not limited to, the following:

- 12.1 Ensure public contact staff attend the mandatory Civil Rights training provided by DPSS.
- 12.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.
- 12.3 Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.
- 12.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
 - 12.4.1 All Contractors must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language.
 - 12.4.2 All Contractors must maintain a log of civil rights complaints.
 - 12.4.3 Contractor Manager (CM) will act as the Civil Rights Liaison (CRL) between the Contractor agency and the County Contract Administrator (CCA) and Civil Rights Section (CRS).
 - 12.4.4 All CM/CRLs must forward all PA 607s to the CCA within two (2) business days.
 - 12.4.5 CM/CRLs should not attempt to investigate Civil Right complaints. Investigations are handled by CRS.

EXHIBIT 13.0
STATEMENT OF WORK (SOW)

PERFORMANCE REQUIREMENTS SUMMARY

13.1 INTRODUCTION

This Statement of Work (SOW) Exhibit lists the required services which will be monitored by the County during the term of this Contract. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, and the County's preferred method of monitoring, and deduction which may be made from Contract payment if the service is not satisfactory provided.

All listings of "required service" used in this Performance Requirements Summary are intended to be completely consistent with the main body of this Contract and Exhibits, are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of this Contract and Exhibits. In any case of apparent inconsistency between required services or Standards as stated in the main body and Attachments this Performance Requirements Summary, the meaning apparent in the main body and Exhibits will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Exhibits, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points.

Because the provision of services to General Relief applicants/participants is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation from acceptable Standard should occur. However, it is the Contractor's responsibility to provide the services set forth in the Statement of Work, and summarized in the Performance Requirements Summary.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

The PRS Chart is at the end of this Exhibit and:

1. Defines the Standard of performance for each required service (Column 2).
2. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses liquidated damages (Column 3).
3. Shows the penalties/fees to assess for exceeding the AQL, for each listed Contract requirement (Column 4). These may serve as a baseline for assessing liquidated damages.

13.1.1 QUALITY ASSURANCE

Monthly, the Contractor's performance will be compared to this Contract's Standards and AQL's using the Quality Assurance Monitoring Plan (QAMP).

The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin].
2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of Contractor performance.
3. Review of reports and files.
4. Applicant/participant Satisfaction Questionnaires.
5. On-site evaluations.

13.1.2 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a Required Service is considered acceptable when the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor shall be required to respond within ten (10) business days, to a CDR. The CDR will require the Contractor to explain in writing the reasons for such unacceptable performance, and how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed. The CDR is at the end of this exhibit as SOW Exhibit 13.6.

1. Shows the penalties/fees to be assessed for exceeding the AQL, for each listed Contract requirement (Column 4). These may serve as a baseline for assessing liquidated damages.

13.1.3 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of penalties/fees, Contractor must, within ten (10) work days, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

13.1.4 UNSATISFACTORY PERFORMANCE REMEDIES

When the Contractor performance does not conform to the requirements of this Agreement, the County will have the option to apply the following nonperformance remedies:

Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the Performance Requirements Summary chart.

Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentation or unacceptable levels of performance.

Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate any resultant Contract upon thirty (30) days written notice with or without cause, as provided for in sub-section 8.65 – Termination for Convenience.

SHELTER SERVICES FOR HOMELESS GENERAL RELIEF PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Section	Performance Service or Standard	Acceptable Quality Level (AQL)	Penalty/Fee	Monitoring Method
SOW, sub-section 1.1.1	Contractor shall make available at least 40 shelter beds each day for the exclusive use of homeless GR participants in a safe and clean emergency shelter.	0.0%	\$100 per each occurrence of a requirement not met	Available occupancy provided to County daily; monthly shelter occupancy reports.
SOW, sub-section 1.3.5.3	All personnel shall be qualified in accordance with all Federal, State, County and local laws, ordinances, regulations, and requirements applicable hereto.	3.0%	\$50 per each occurrence of a requirement not met	Available occupancy provided to County daily; monthly shelter occupancy reports.
SOW, sub-section 1.5.1	Contractor's homeless shelter facility must be staffed twenty-four (24) hours per day, seven (7) days per week. Participants with bed reservations may be referred by DPSS, Monday through Friday from 7:00 a.m. to 7:00 p.m.	0.0%	\$100 per each occurrence of a requirement not met	Telephone contacts and on-site visits
SOW, sub-section 5.2.1	Contractor shall allow no voucher recipient to be placed in, or be allowed to continue occupancy of, any room or room(s) in which County Department of Public Health (DPH) has found any conditions to exist or to have existed when a voucher recipient occupied said room(s), or in any room or rooms affected by such conditions.	0.0%	\$100 per each occurrence of a requirement not met	Reports/complaints received from DPH and/or applicants. On-site visits.
SOW, sub-section 5.2.4	Contractor shall be in compliance with the Public Health Code, the State Housing Law, all applicable building and safety codes, and Los Angeles County (and/or City) public health ordinances and regulations.	0.0%	\$100 per each occurrence of a requirement not met	Reports/complaints received from DPH and/or applicants. On-site visits.
SOW, sub-section 5.2.5	Contractor shall have publicly posted, at all times, an English and Spanish copy of all required posters.	0.0%	\$25 per each occurrence of a requirement not met	On-site visits.
SOW, sub-section 5.3	Contractor must adhere to all Building and Safety Codes and Fire Codes.	0.0%	\$100 per each occurrence of a requirement not met	Monthly DPH inspection reports.
SOW, sub-section 5.4	Contractor shall provide adequate laundry facilities. The shelter's laundry facilities shall be composed of one washer and one dryer on each housing floor.	0.0%	\$25 per each occurrence of a requirement not met	On-site visits and/or applicant complaints.

SHELTER SERVICES FOR HOMELESS GENERAL RELIEF PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Section	Performance Service or Standard	Acceptable Quality Level (AQL)	Penalty/Fee	Monitoring Method
SOW, sub-section 5.6.1.5	Require participants to sign in pen their names and room numbers on the vouchers daily as the services are rendered. Contractor shall enter the date. Participant shall sign every twenty-four (24) hours no later than 9:30 a.m. preceding each night's housing.	0.0%	\$100 per each occurrence of a requirement not met	Monthly on-site review of voucher process.
SOW, sub-section 5.6.2	A reservation/cancellation log to record telephone reservations/cancellation from DPSS staff.	0.0%	\$50 per each occurrence of a requirement not met	Monthly on-site review of voucher process.
SOW, sub-section 5.6.3	An incident log that includes records of all acts of violence/reports on any damage done by participants.	0.0%	\$50 per each occurrence of a requirement not met	Monthly on-site review of voucher process.
SOW, sub-section 5.6.4	Records on any rejected referral and reason for rejection.	0.0%	\$25 per each occurrence of a requirement not met	Monthly on-site review of voucher process.
SOW, sub-section 5.6.5	A log of all occupants who leave prior to their authorized stay.	0.0%	\$25 per each occurrence of a requirement not met	Monthly on-site review of voucher process.
SOW, sub-section 5.7	Contractor shall submit all requested reports by the 15 th day of each month.	0.0%	\$25 per each occurrence of a requirement not met	Date received by County recorded on all reports.

OCCUPANCY REFERRAL REPORT FORM

8.1 Instructions

8.1.1 At the start of the report month, Contractor shall initiate the Occupancy Referral Report (SOW Exhibit 13.3) as follows:

1. Enter Contractor's name and report month/year.
2. Each day Contractor must enter the required information:
 - **Beginning Occupancy:** The number of homeless GR participants residing in the facility who have a valid voucher (not due to expire) for that day.
 - **Number Vacant:** The number of vacancies (this number should equal the number of exclusive use rooms [or shelter beds] minus the beginning occupancy).
 - **Number of Referrals Requested:** The number requested from DPSS Vendor Voucher Unit per the methodology outlined in the SOW, sub-paragraph 1.1.2.
 - **Number of Referrals Received:** The number of DPSS referrals made that day (this includes telephone reservations on new or renewed vouchers).
 - **Number Shown:** The number of persons referred by DPSS who showed up at the facility to claim their room (or bed).
 - **Number Early Check-Outs:** Those voucher recipients who checked out before their voucher expired and thereby created vacancies. This includes those persons who did not sign their voucher by the shelter's deadline.
 - **Ending Occupancy:** *a plus e minus f equals g.*
3. At the end of the month, Contractor enters total for Column c, d, e and f of the Occupancy Referral Report.
4. County will request Contractor to provide daily occupancy figures by telephone whenever County deems appropriate. Figures for previous day must be available by 9:00 a.m. each day.

8.1.2 For distribution of form instructions refer to SOW Exhibit 13.5, sub-paragraph 8.3.2 – Forms Distribution.

Shelter Services for Homeless General Relief Applicants/Participants Occupancy Referral Report

Contactor _____

Service Month _____

Day	a Beginning Occupancy	b Number Vacant	c Number of Referrals Requested	d Number of Referrals Received	e Number Showed	f Number of Early Check- outs	g Ending Occupancy (a + e - f = g)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
Total							

SHELTER OCCUPANCY REPORT FORM**8.2 Instructions**

8.2.1 At the end of the report month, Contractor shall complete the Shelter Occupancy Report (SOW Exhibit 13.4) in **triplicate** as follows:

1. Enter Contractor's name and report month/year.
2. List all vouchers (APB 295s) received during the report month, in voucher number order and enter:
 - **Voucher Number**
 - **Participant Name**
 - **DPSS Number**
 - **Place an "X" for each day participant was in residence.**
3. Use a second or third page as necessary. Number each page as "Page ____ of ____."
4. Complete "Total Page" of the Shelter Occupancy Report and staple behind Page 1.

8.2.2 For distribution of form instructions refer to SOW Exhibit 13.5, sub-paragraph 8.3.2 – Forms Distribution.

Voucher Number	Client Name	DPS Case #	Total # of Nights
		1	0
		2	0
		3	0
		4	0
		5	0
		6	0
		7	0
		8	0
		9	0
		10	0
		11	0
		12	0
		13	0
		14	0
		15	0
		16	0
		17	0
		18	0
		19	0
		20	0
		21	0
		22	0
		23	0
		24	0
		25	0
		26	0
		27	0
		28	0
		29	0
		30	0
		31	0

PAYMENT REQUEST FORM

8.3 Instructions

8.3.1 At the end of the report month, Contractor shall complete the Payment Request Form (SOW Exhibit 13.5) in **quadruplicate** as follows:

1. Enter Contractor's name and address to whom payment should be addressed.
2. Enter the time period the payment is requested. This period should be no longer than one month.
3. Enter the total number of beds claimed. This number should match the number of beds claimed on the "Total Page" of the Monthly Shelter Occupancy Report.
4. Enter the charge per bed amount. This should be the payment rate agreed upon in the Contract.
5. Enter payment amount requested.
6. Authorized signature is that of the Contract Manager or designee as approved by DPSS Adult Services and Contract Management Division.
7. All payment requests should be submitted with the other monthly report forms as set forth in sub-paragraph 8.3.2 hereunder.

8.3.2 Forms Distribution

Contractor shall submit the Occupancy Referral Report (SOW Exhibit 13.3), Shelter Occupancy Report (SOW Exhibit 13.4), Payment Request Form (SOW Exhibit 13.5), and an original Meals/Lodging Order and Invoice (ABP 295) for each client for whom payment is requested once per month, no later than the 15th calendar day following the last day of the previous month, as follows:

1. Submit an **original** to:

Department of Public Social Services
General Services Division
Special Operations – Meal and Lodging/Board and Care Unit
P.O. Box 761369
Los Angeles, CA 90076-1369

2. Submit an electronic copy or a set of hard copies to:
 1. Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, Section IV
City of Industry, CA 91746-3411

Attention: Noelle Willis, County Contract Administrator
 2. Department of Public Social Services
Management Information and Evaluation Section
3220 Rosemead Boulevard
El Monte, CA 90731

Attention: Audit Liaison Unit
 3. Department of Public Social Services
Civic Center District #14 – Vendor Control Unit
813 East 4th Place
Los Angeles, CA 90013

Attention: Mary Matthew, Vendor Coordinator
3. Retain a set of copies in accordance with Section 8.0, sub-section 8.57 – Records Retention and Inspection/Audit Settlement in accordance to the terms of the Contract.

Shelter Services for Homeless General Relief Applicants/Participants
Payment Request Form

Date: _____

Contract Number: _____

Service Month: _____

Contactor: _____

Address: _____

This is a payment request for beds occupied for the period of:

_____ through _____ as follows:
(MM/DD/YY) (MM/DD/YY)

- A. Total Number of Beds Claimed:** \$ _____
(Enter from Shelter Occupancy Report)
- B. Charge per Bed:** \$ _____
- C. Payment Amount Requested:** \$ _____
(A times B)

Authorized Signature

Date

Contract Discrepancy Report

To:	From:
-----	-------

Dates: Prepared: Returned by Contractor: Action Complete:	Rec'd by Contractor: Action Taken:
--	---------------------------------------

Discrepancy or Problem:	
_____ Signature of County Contract Administrator	_____ Date

Contractor Response (Cause, Corrective Action and Plan to Prevent Future Occurrences):	
_____ Signature of Contract Manager	_____ Date

County Evaluation of Contractor Response:	
County Actions:	
Contractor Notified of Action By:	
_____ Signature of County Contract Administrator	_____ Date

Receipt Acknowledged By:	
_____ Contract Manager	_____ Date

SSHGR Incident Report Form

Project Site: _____ Service Month: _____
Client Name: _____ GR Case #: _____

(sub-section 11.3.1)

Staff: _____ Program/Project: _____
Staff: _____ Program/Project: _____
Staff: _____ Program/Project: _____
Staff: _____ Program/Project: _____
Report Date: _____ Time: _____

Were clients involved in anyway: Yes: _____ No: _____

Address: _____

Incident location: _____

Where were you when the incident/accident occurred?

Were you or another applicant/participant involved in the incident? Yes: _____ No: _____

Type of incident (check all that apply):

Adult abuse or Neglect		Threat of Violence		Property Damage		Vehicle Accident		Other	
Child Abuse or Neglect		Domestic Violence		Property Lost		Mental Health Crisis		Other	
Client Assaulted		Staff Assaulted		Property Stolen		Other		Other	

Describe persons directly involved:

Witness(s) information:

	Name:	Address:	Phone:
1)			
2)			
3)			
4)			

Additional information for this page:

Police contacted? Yes: _____ No: _____
 Was a police report filed/taken? Yes: _____ No: _____
 Report filed on: Date: _____ Time: _____
 Report available on: Date: _____ Time: _____

Anyone require medical attention: Yes: _____ No: _____
 Was an ambulance called: Yes: _____ No: _____
 Anyone taken to the hospital: Yes: _____ No: _____
 Describe: _____

Vehicle(s) involved/observed: Yes: _____ No: _____
 License plate: _____ Make: _____ Driver: _____
 Model: _____ Year: _____ Passenger: _____
 Color: _____ Body Type: _____ VIN#: _____
 Other information regarding vehicle(s): _____

Incident reported to LAFHC staff: Yes: _____ No: _____
 Reported to: _____ Date: _____ Time: _____

Notified by (check all that apply):

In person	<input type="checkbox"/>	By phone	<input type="checkbox"/>	In writing	<input type="checkbox"/>	E-mail	<input type="checkbox"/>	Other	<input type="checkbox"/>
-----------	--------------------------	----------	--------------------------	------------	--------------------------	--------	--------------------------	-------	--------------------------

Information on client(s) involved:

Name: _____ Contact number: _____
 Name: _____ Contact number: _____
 Name: _____ Contact number: _____
 Name: _____ Contact number: _____

General description of incident/behavior/other information:

Prepared by: _____ Date: _____

EXHIBIT B

CONTRACTOR'S BUDGET

Pending DPSS request from HPC for a 3-Yr Budget

Upon receipt, will be placed hereafter

EXHIBIT C

BIDDER'S/OFFEROR'S NON-DISCRIMINATION

IN SERVICES CERTIFICATION

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICE CERTIFICATION

 Contractor's Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

- | | | |
|----|---|--------------|
| | | (Circle one) |
| 1. | The Proposer has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. | The Proposer periodically monitors the equal provision of services to ensure nondiscrimination. | Yes No |
| 3. | Where problem areas are identified in equal provisions of Services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. | Yes No |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for:	Services:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or Amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or Amended Contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an Awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or Amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following Contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
 - 3. A purchase made through a State or Federal Contract;
 - 4. A Contract where State or Federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a Master Agreement, where the Contractor was certified at the time the Master Agreement was entered into and at any subsequent renewal, extension and/or Amendment to the Master Agreement;
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT E

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not Contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or
 - b. Participated in any way in developing the Contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Authorized Official's Printed Name

Authorized Official Title

Authorized Official's Signature

EXHIBIT F

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County Contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Authorized Official's Signature

Date

Authorized Official's Name and Title

EXHIBIT G

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Authorized Official Signature: _____ Date: ____/____/____

Authorized Official Name: _____

Authorized Official Title: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: _____

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Contract between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

Authorized Official Signature: _____

Date: ____/____/____

Authorized Official Name: _____

Authorized Official Title: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

EXHIBIT H

**CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

AND

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is accepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts (this exception is not available if the Contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the Contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

<u>Print Name:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County Contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such Contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A Contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor; or
 - 3. A purchase made through a State or Federal Contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Executive Officer, or
 2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to Contractors who enter into Contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing Contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such Contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.040 Contractor Jury Service Policy.

A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees' deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a Contract, a Contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the Contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the Contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
 1. Has ten or fewer employees during the Contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I
CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT J

**CONTRACTOR PROCESS
CIVIL RIGHTS COMPLAINT FLOW CHART**

**CONTRACTOR PROCESS
CIVIL RIGHTS COMPLAINT FLOWCHART**

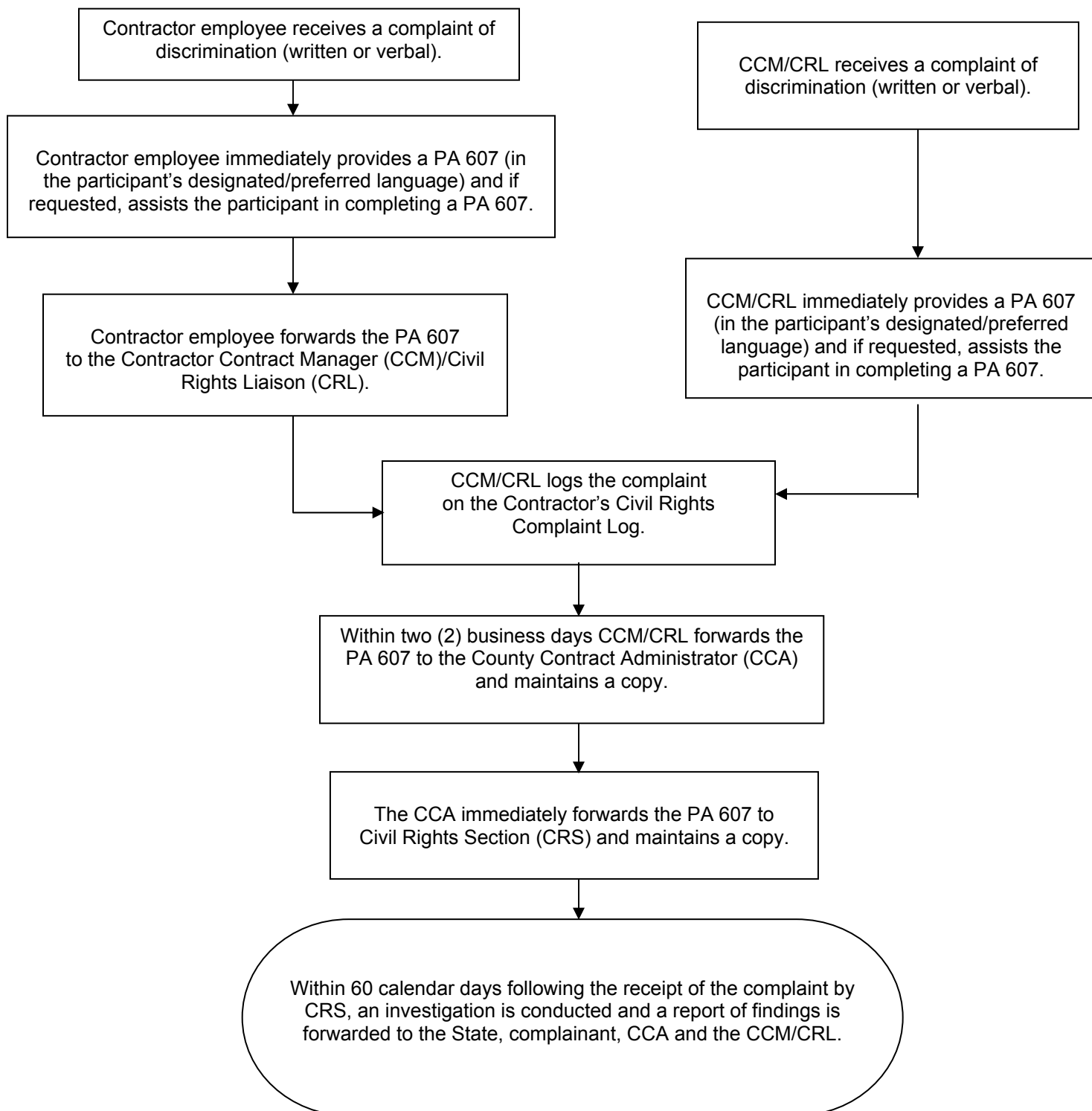


EXHIBIT K

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS
RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT
OF PUBLIC SOCIAL SERVICES**

We, Company, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office of Civil Rights, Department of Health and Human Services Region IX. We, Company, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a Contractor with DPSS, Company, agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, Company, agrees to comply with the requirements of the Resolution Agreement and Company understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, Company, agree to the aforementioned.

Authorized Official's Signature

Date

Authorized Official's Name

Contractor's Address

EXHIBIT L
CIVIL RIGHTS TRAINING REPORT

CIVIL RIGHTS TRAINING REPORT

Contractor: _____

Address: _____

Contract Manager: _____

Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

EXHIBIT M

COMPLAINT OF DISCRIMINATORY TREATMENT FORM

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS AND LANGUAGE SERVICES SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91745

I, _____, hereby file this complaint of discriminatory treatment and request that
(Please print your name) an investigation be conducted.

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> RELIGION	<input type="checkbox"/> COLOR
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> SEX	<input type="checkbox"/> AGE
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> MARTIAL STATUS	<input type="checkbox"/> DISABILITY

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

(SIGNATURE) (DATE) ADDRESS: _____
TELEPHONE: _____

EXHIBIT N

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT MANAGER:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S PROJECT DIRECTOR:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

EXHIBIT O
COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Carol Walker
Title: Director, Contract Management Section IV
Address: Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

Telephone: (562) 908-3530
Facsimile: (562) 908-0590
E-Mail Address: carolwalker@dpss.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Regina Adkins-Williams
Title: Human Services Administrator II
Address: Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

Telephone: (562) 908-3049
Facsimile: (562) 908-0590
E-Mail Address: reginaadkinswilliams@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: Noelle Willis
Title: County Contract Administrator
Address: Department of Public Social Services
12900 Crossroads Parkway South
City of Industry, California 91746-3411

Telephone: (562) 463-1011
Facsimile: (562) 908-0590
E-Mail Address: noellewillis@dpss.lacounty.gov

EXHIBIT P
GROUND FOR REJECTION

GROUNDS FOR REJECTION

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not Contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

Authorized Official's Name and Title

Authorized Official's Signature

Date

EXHIBIT Q

INTERNAL REVENUE NOTICE 1015

Website access:

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>

IRS NOTICE 1015

(Obtain latest version from IRS website)

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991

EXHIBIT R
SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT S

**CONTRACTOR'S OBLIGATIONS as a "BUSINESS ASSOCIATE"
UNDER HEALTH INSURANCE PORTABILITY and
ACCOUNTABILITY ACT OF 1996 (HIPAA)
and the
HEALTH INFORMATION TECHNOLOGY for ECONOMIC and
CLINICAL HEALTH ACT (HITECH) (BUSINESS ASSOCIATE CONTRACT)**

CONTRACT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE CONTRACT)

Under this Contract, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Contract") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Contract.

This Business Associate Contract and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is

created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Contract.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Contract shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Contract;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;

- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Contract. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, Subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Contract or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by calling 1-562-940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual who's Unsecured Protected Health Information has been, or is reasonably believed by

the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
 - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
 - (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Contract.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual who's Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the Federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Contract; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the Federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Contract shall be the same as the term of this Contract. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Contract.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Contract if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Contract if a party has breached a material term of this Contract and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the Federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and Subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written Contract obligating the agent or Subcontractor to comply with all the terms of this Business Associate Contract.
- 5.3 Relationship to Services Contract Provisions. In the event that a provision of this Business Associate Contract is contrary to another provision of this Contract, the provision of this Business Associate Contract shall control.

Otherwise, this Business Associate Contract shall be construed under, and in accordance with, the terms of this Contract.

- 5.4 Regulatory References. A reference in this Business Associate Contract to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Contract shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.